AUGUST 1, 2022

The Board of Supervisors met at 9:00 a.m. the 1st day of August, 2022, in the Supervisors Board room, in the Pearl River County Courthouse Complex in the City of Poplarville, Mississippi, with the following members of said Board and officers of said County were present to-wit:

President, Sandy Kane Smith, member from District Five;
Vice President, Malcolm Perry, member from District Two;
Donald Hart, member from District One;
Hudson Holliday, member from District Three;
Jason Spence, member from District Four;
County Administrator, Adrain Lumpkin, Jr.;
Board Attorney, Joe Montgomery;
Chancery Clerk, Melinda Bowman;
Sheriff, David Allison;
Tax Assessor/Collector, Gary Beech.

The following proceedings were had and entered of record to-wit:

Pearl River County
Board of Supervisors
Meeting Agenda
August 1, 2022

Welcome & Call to Order 9:00 A.M.

01) Consider approving Board Minutes – July, 2022
02) Consider approving Claims Docket for August 1, 2022
03) Sheriff:
- A. Personnel
- B. Consider approval of application for grant from Lower Pearl River Valley
- C. President to execute Occupant Protection Grant for 2022-2023
- D. President to execute Alcohol Grant for 2022-2023

04) County Engineer:
- A. Consider approval of MDOT ERBR Memorandum of Agreement – Shorty Burgess Rd.
- B. Update

05) Code Officer: Request Public Hearing date on condition of property – 212 Old Creek
06) Chancery Clerk:
- A. Requesting approval of Family Cemetery
- B. Personnel

07) Tax Assessor/Collector:
- A. Certificate to certify Department of Revenue has received 2022 Assessment Rolls
- B. Certificate stating Tax Assessor/Collector is in compliance to be eligible for salary
- C. Reduction of Assessments
- D. Amended 2022 Homestead Applications

08) Open Public Hearing for Objections to the 2022 Assessment Rolls
09) Close Public Hearing for Objections to the 2022 Assessment Rolls
10) Consent Agenda Items:
- A. Pearl River County Library System Trustee Appointment District Four
- B. Circuit Clerk: Personnel
- C. Chancery Court: Order of Compensation of Official Court Reporter
- D. Private Road Names: ELDORA LANE, KENDAL LANE and FIREFOX LANE
- E. Adopt and execute Resolution concerning PRC's Section 125 for Cafeteria Plan
- F. Inventory Clerk: Request to remove items from Sheriff Department inventory
- G. Inventory Clerk: Request to remove items from EOC inventory
- H. Approve payment of the Capital One Card
- I. President to sign Courthouse Renovations Change Order #2
- J. President to sign MOU with PRVO on 2023 LIHEAP Program
- K. Approve Courthouse Renovation Project payments to Contractor and Architect

11) Travel:
- A. Tax Office (2) to IAAO Course 101 in Starkville, MS on September 18-23, 2022

12) Road Department:
- A. Request to continue enrollment in Beaver Control Program
- B. Poplarville School District Bus Turnaround Master List for 2022-2023

1:00 Pearl River County Utility Authority: Update
1:30 Circuit Clerk and Election Commissioners: Update

NEXT BOARD MEETING – Wednesday, August 17th

ORDER TO APPROVE JULY, 2022 BOARD MINUTES

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Board Minutes.

Upon motion made by Hudson Holliday and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve July, 2022 Board Minutes.

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, Jason Spence, and Sandy Kane Smith
Voting NAY: None

ORDER TO APPROVE CLAIMS DOCKET FOR AUGUST 1, 2022

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Claims Docket.

Upon motion made by Malcolm Perry and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve Claims Docket for August 1, 2022. (Summary of all Funds attached)

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, Jason Spence, and Sandy Kane Smith
Voting NAY: None

Alpha Listing of Claims
Claims to be Released 08/10/2022

SUMMARY OF ALL FUNDS

FUND 1	Claims	to	Checks	86	Total	265,338.88	Manual	Held	Total	265,338.88
FUND 7	Claims	to	Checks	2	Total	1,263.03	Manual	Held	Total	1,263.03
FUND 12	Claims	to	Checks	1	Total	3,531.92	Manual	Held	Total	3,531.92
FUND 26	Claims	to	Checks	2	Total	165.96	Manual	Held	Total	165.96
FUND 73	Claims	to	Checks	1	Total	85.65	Manual	Held	Total	85.65
FUND 96	Claims	to	Checks	5	Total	3,872.54	Manual	Held	Total	3,872.54
FUND 97	Claims	to	Checks	4	Total	13,518.40	Manual	Held	Total	13,518.40
FUND 106	Claims	to	Checks	1	Total	148.44	Manual	Held	Total	148.44
FUND 156	Claims	to	Checks	33	Total	277,332.86	Manual	Held	Total	277,332.86
FUND 166	Claims	to	Checks	2	Total	40,478.32	Manual	Held	Total	40,478.32
FUND 206	Claims	to	Checks	12	Total	25,726.68	Manual	Held	Total	25,726.68
FUND 420	Claims	to	Checks	2	Total	801.18	Manual	Held	Total	801.18
FUND 450	Claims	to	Checks	3	Total	6,392.10	Manual	Held	Total	6,392.10
FUND 656	Claims	to	Checks	3	Total	1,379.08	Manual	Held	Total	1,379.08
FUND 661	Claims	to	Checks	4	Total	1,705.76	Manual	Held	Total	1,705.76
FUND 662	Claims	to	Checks	1	Total	54.00	Manual	Held	Total	54.00
FUND 664	Claims	to	Checks	5	Total	4,382.61	Manual	Held	Total	4,382.61
FUND 668	Claims	to	Checks	5	Total	1,435.56	Manual	Held	Total	1,435.56
	Total for all Funds		Checks	172	Total	647,612.97	Manual	Held	Total	647,612.97

004

ORDER TO APPROVE SHERIFF'S AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Sheriff's Agenda Items.

Upon motion made by Malcolm Perry and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Sheriff's Agenda Items as listed with attachments:

A. Personnel:

Megan Williams	Place on Family Medical Leave	
Todd Usey	Patrol Deputy	Hire full time
Austin Rancatore	Patrol Deputy	To part time
Kristen Bird	Evidence Clerk	To part time
Ashley Fleming	From Inmate Records Clerk/Receiving to Evidence Clerk	
Emily Morgan	To Receiving Clerk	
Courtney Martin	Corrections	Remove

B. Application for a grant from Lower Pearl River Valley

C. President to execute Project Number OP-2023-OP-15-51 402 Occupant Protection Grant

D. President to execute Project Number 154AL-2023-ST-15-51 154 Alcohol Grant

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, Jason Spence, and Sandy Kane Smith
Voting NAY: None

006

PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
Phone: (601) 403-2340
Fax: (601) 403-2344

July 27, 2022

To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

Please acknowledge upon the minutes the following personnel matters concerning the Sheriff's Department.

Please place Megan Williams on Family Medical Leave effective July 14, 2022.

Please hire Todd Usey as full time Patrol Deputy effective July 25, 2022.

Please move Austin Rancatore from full time to part time Patrol Deputy effective August 11, 2022.

Please move Kristen Bird from full time to part time Evidence Clerk effective July 29, 2022.

Please move Ashley Fleming from full time Inmate Records Clerk/Receiving Clerk to full time Evidence Clerk effective July 21, 2022.

Please approve Emily Morgan as Receiving Clerk replacing Ashley Fleming effective July 25, 2022.

Please remove Courtney Martin as full time Corrections Officer due to no contact effective July 27, 2022.

Thank you,

David Allison, Sheriff

007

PEARL RIVER COUNTY SHERIFF'S DEPARTMENT
DAVID ALLISON, SHERIFF
200 SOUTH MAIN STREET
POPLARVILLE, MS 39470
Phone: (601) 403-2500
Fax: (601) 403-2344

July 27, 2022

To: The Honorable Board of Supervisors of Pearl River County, Mississippi.

Please acknowledge upon the minutes the following matters concerning the Sheriff's Department.

In and for your consideration, approval of application for a grant from the Lower Pearl River Valley Association.

Thank you,

David Allison, Sheriff

In God We Trust

008

MISSISSIPPI
Office of Highway Safety

July 18, 2022

Sandy Kane Smith, President
Pearl River County Board of Supervisors
Pearl River County Sheriff's Department
P.O. Box 569
Poplarville, MS 39470

Project Number: OP-2023-OP-15-51
Funding Source and Title: 402 Occupant Protection

Dear Board President Smith:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and Pearl River County Sheriff's Department Grant Agreement for the Fiscal Year 2023. Your agency has been approved for 402 Occupant Protection funding, in the amount of **$12,000.00**, pending final review and approval by NHTSA in the FY23 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement will be provided to the agency after the required Grant Implementation meeting.

All FY23 grant activities begin October 1, 2022, and must be concluded by September 30, 2023. In addition, the FY23 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2023.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY23. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 2, 2022**. Please make sure that you complete items 1-9 in their entirety and all documents are an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. MOHS Fiscal Control and Fund Accounting Procedures
2. Signature Page
3. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
4. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
5. Assurance of Understanding Requirement for Sub-grantees

6. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable) 009
7. Designation of Secondary Signatory Official Form (If Applicable)
8. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2022–September 30, 2023)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
1025 Northpark Drive
Ridgeland, MS 39157

If you should have any questions concerning the completion of the grant agreement, please feel free to contact the Division Director for your program, Leslie McCree; 601.977.3724; lmccree@dps.ms.gov.

Sincerely,

Amisha Wilkerson

Amisha Wilkerson, Bureau Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

FY23 MOHS GRANT AGREEMENT

MS Office of Highway Safety
1025 Northpark Drive
Ridgeland, MS 39157
Phone: (601) 977-3700; Fax: (601) 977-3701

010

1. Sub-grantee's Name & Mailing Address: **Pearl River County Board Of Supervisors** **Pearl River County Sheriff's Department** **P.O. Box 569** **Poplarville, MS 39470** Telephone Number: (601)749-7780/(601)273-2322 E-Mail:cgoss@pearlrivercounty.net	2. Effective Date of Grant: **October 1, 2022** 3. Subgrant Number: **OP-2023-OP-15-51** 4. Grant Identifier (Funding Source & Year): **402 Occupant Protection FY23** 5. Beginning and Ending Dates: **October 1, 2022 – September 30, 2023** 6. Subgrant Payment Method: _X_ Cost Reimbursement Method

7. CFDA # - 20.600	8. UEI # -J5HCN1B42TU6	9. Congressional District: 4
10. A:FAIN #: 69A37519300004020MS0 69A37520300004020MS0	11.A: Initial Federal Award Date: 11/06/2018 02/03/2020	11.C: Additional Federal Award Date:
10.B. Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:	12. Research and Development Grant: ____Yes _X_ No Continuation Grant: _X_Yes ___ No

13. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	$12,000.00	(1) Federal	**$12,000.00**		
(2) Personal Services-Fringe	$0.00	(2) State			
(3) Contractual Services	$0.00	(3) Local			
(4) Travel	$0.00	(4) Other			
(5) Equipment	$0.00	Total:	$12,000.00		
(6) Commodities	$0.00	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	$0.00	Number of Grants: 2	402OP	154AL	TOTAL
TOTAL	**$12,000.00**	TOTAL:	$12,000.00	$52,806.94	$64,806.94

The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.

14. Approved for Grantee:	15. Approved for Sub-Grantee:
Signature Date	Signature 8-1-22 Date
Name: **Helen Porter** Title:**Office Director, MS Office of Highway Safety**	Name: **Sandy Kane Smith** Title: **President, Board of Supervisors**

FY23 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the OP program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY23.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources bases on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (part time) that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY23 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: Pearl River County Board of Supervisors / Pearl River County Sheriff's Department

List the target(s) that the Sub-Grantee will accomplish during the FY23 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):
The jurisdiction/agency of **Pearl River County Sheriff's Department** will reduce the number of unbelted fatalities from 5 in 2019 to 3 by the end of 2023.

The jurisdiction/agency of **Pearl River County Sheriff's Department** will reduce the number of unbelted injuries from 26 in 2019 to 19 by the end of 2023.

Performance Measures:
Increase the number of grant funded Seat Belt citations from 10 in FY21 to **20** in FY23.
Increase the number of grant funded Child Restraint citations from 1 in FY21 to **10** in FY23.

Strategies:
Overtime Enforcement
6 Checkpoints
12 Saturation Patrols
Generate Earned Media
Publicize patrol activities results (after occurrence)
Attend Troop LEL Network Meeting
Participate in the National blitz campaigns with enhanced OP enforcement: Click It or Ticket – Memorial Day
Participate in the State blitz campaigns with enhanced OP enforcement: Christmas/New Year's, Super Bowl, 4th of July, Labor Day

FY23 MOHS TASKS BY QUARTERS

012

AGENCY NAME: Pearl River County Board of Supervisors / Pearl River County Sheriff's Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than **1** checkpoints during quarter.

Conduct not less than **3** saturation patrols during quarter.

Issue a minimum of **5** Seat Belt citations during quarter, to reach a goal of **20** for FY2023.

Issue a minimum of **2** Child Restraint citations during quarter, to reach a goal of **10** for FY2023.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State Christmas/New Year's blitz campaign with enhanced OP enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 1st Quarter: $3,000.00

FY23 MOHS TASK BY QUARTERS

AGENCY NAME: Pearl River County Board of Supervisors / Pearl River County Sheriff's Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
2nd QUARTER (JANUARY, FEBRUARY & MARCH) Conduct not less than **1** checkpoints during quarter. Conduct not less than **3** saturation patrols during quarter. Issue a minimum of **5** Seat Belt citations during quarter, to reach a goal of **20** for FY2023. Issue a minimum of **2** Child Restraint citations during quarter, to reach a goal of **10** for FY2023. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State New Year's blitz campaign with enhanced OP enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.
Projected Expenditures for 2nd Quarter: $3,000.00

014

FY23 MOHS TASK BY QUARTERS

AGENCY NAME: Pearl River County Board of Supervisors / Pearl River County Sheriff's Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
3RD QUARTER (APRIL, MAY & JUNE) Conduct not less than **2** checkpoints during quarter. Conduct not less than **3** saturation patrols during quarter. Issue a minimum of **5** Seat Belt citations during quarter, to reach a goal of **20** for FY2023. Issue a minimum of **3** Child Restraint citations during quarter, to reach a goal of **10** for FY2023. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the National Click It or Ticket Memorial Day blitz campaign with enhanced OP enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.
Projected Expenditures for 3rd Quarter: $3,000.00

FY23MOHS TASK BY QUARTERS

AGENCY NAME: Pearl River County Board of Supervisors / Pearl River County Sheriff's Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
4TH QUARTER (JULY, AUGUST & SEPTEMBER) Conduct not less than **2** checkpoints during quarter. Conduct not less than **3** saturation patrols during quarter. Issue a minimum of **5** Seat Belt citations during quarter, to reach a goal of **20** for FY2023. Issue a minimum of **3** Child Restraint citations during quarter, to reach a goal of **10** for FY2023. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State 4th of July and Labor Day blitz campaign with enhanced OP and earned media with at least one (1) newspaper, television, social media or radio presentations.
Projected Expenditures for 4th Quarter: $3,000.00

FY23 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: Pearl River County Board of Supervisors / Pearl River County Sheriff's Department			
2. Subgrant Number: OP-2023-OP-15-51	**3. Grant ID:** **402 Occupant Protection**	**4. Beginning: October 1, 2022**	**5. Ending: September 30, 2023**
6. Activity: Occupant Protection Enforcement			

7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Officers over-time or regular time above and beyond normal work hours @ approx. $26.67 X @ approx. 450 hours = $12,001.50 not to exceed **$12,000.00** **Total Salaries = $12,000.00**	**$12,000.00**		**$12,000.00**
	TOTALS	**$12,000.00**		**$12,000.00**

016

Mississippi Office of Highway Safety

017

FY23 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.

B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.

C. It is also understood, pursuant to 2 CFR 200.337, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of $5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
   - Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
   - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
   - In State Travel - Meals can only be claimed with an overnight hotel stay.

B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.

C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.

D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.

E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the

Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**

G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
- Warning citation policy (If Applicable);
- Pursuit policy (Must Retain a Copy);
- Checkpoint policy (If Applicable);
- Saturation patrol policy (If Applicable); and
- DUI enforcement policy (If Applicable)
- Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
- Agency Leave policy (personal, vacation, sick, holiday, and military); and
- Agency Overtime Policy
- Fiscal Control and Fund Accounting Procedures
- Pursuit Policy (Law Enforcement Only)
- In-Direct Cost Agreement (If Applicable)

I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.

J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding $1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.

K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.

L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the

nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are ***not allowable*** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

• Chair	• Bookcase	• Portable Partition
• Table	• Filing Cabinet	• Picture, Wall Clock
• Shelving	• Floor Covering	• Draperies and Hardware
• Coat Rack	• Office Planter	• Fixed Lighting/Lamp

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock

funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).

- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.475.
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are ***not*** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding $5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
  (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
  (2) Alcohol testing; and

(3) Mobile video systems.

- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training **must be** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.),* AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

  a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

  b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

  c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

  d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any

State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (https://www.sam.gov)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https:www.sam.gov).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**

2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**

3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.

6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.

7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
   - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
   - ☐ Alcohol/ drug impaired driving violations;
   - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
   - ☐ Any other documented alcohol/ drug related vehicular incidents;
   - ☐ Citation data related to restrained and unrestrained occupants;
   - ☐ Unusual incidents of unbelted crashes/fatalities
   - ☐ Seatbelt/Child restraint violations;
   - ☐ Unusual incidents of teen crashes/fatalities; and
   - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance
(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.

   - Individual DUI/Impaired Officer(s) shift hours ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**

   - Overtime hours for DUI/Impaired Enforcement ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**

   Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.

4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.

2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.

3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than $750,000.* A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The

agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees <u>are required</u> to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency <u>is required</u> to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of

pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, Pearl River County **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

8-1-22

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Sandy Kane Smith

Print Authorizing Official's Name

President of Board

Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, Pearl River County **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

8-1-22

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Sandy Kane Smith

Print Authorizing Official's Name

President of Board

Authorizing Official's Title

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the Pearl River County Board of Supervisors
(Governing Body of Unit of Government)

Herein called the **"SUB-GRANTEE"** has thoroughly considered the problem addressed in the application (Program Source) **402 OCCUPANT PROTECTION** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE Board of Supervisors
(Governing Body of Unit of Government)

IN THE JURISDICTION Pearl River **MISSISSIPPI, THIS** 1st **Day of** August, **20** 22 **AS FOLLOWS:**

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Sandy Kane Smith, Board President is authorized to accept, on behalf of the
(Name and Title of Representative)
Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of $ 12,000.00 to be made to the Sub-Grantee defraying the cost
(Federal Dollar Requested)
of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)
DONE AND ORDERED IN OPEN MEETING BY Sandy Kane Smith
(Chairman of Board/Mayor)

Alderman/Councilperson Malcolm Perry offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson Hudson Holiday and, was duly adopted.

Date: Aug. 1, 2022

Seal (City/County Seal is required)

Attest: Pearl River County Chancery Clerk

By: Melinda Bourna
(Blue Ink)

CHANCERY CLERK PEARL RIVER COUNTY, MISS.

036

Mississippi Office of Highway Safety
Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the **(agency/department name)** Pearl River County Board of Supervisors has authorized and approved **(print designated secondary signatory official name)** Christy Goss to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Christy Goss (Designated Secondary Signatory Official) Title: County Grant Administrator

Organization Name: Pearl River County

Mailing Address: P.O. Box 569

City: Poplarville Zip Code: 39470

Telephone Number: (601) 403-2302 Cellular Number: (601) 273-2322

Email Address: cgoss@pearlrivercounty.net

Signature of Designated Secondary Signatory Official: Christy Goss

Appointed by Authorizing Official: Sandy Kane Smith Date: 8-1-22
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: (Authorizing Official) Title: Board President

Mississippi Office of Highway Safety
Fiscal Control and Fund Accounting Procedures

037

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

8-1-22

Authorizing Official's Signature
(Mayor, Board President, Commissioner, Director)

Date

Sandy Kane Smith

Print Authorizing Official's Name

Board President

Authorizing Official's Title

038

MISSISSIPPI
Office of Highway Safety

July 18, 2022

Sandy Kane Smith, President
Pearl River County Board of Supervisors
Pearl River County Sheriff's Department
P.O. Box 569
Poplarville, MS 39470

Project Number: 154AL-2023-ST-15-51
Funding Source and Title: 154 Alcohol

Dear Board President Smith:

Enclosed please find the Mississippi Office of Highway Safety (MOHS) and Pearl River Count Sheriff's Department Grant Agreement for the Fiscal Year 2023. Your agency has been approved for 154 Alcohol funding, in the amount of **$52,806.94**, pending final review and approval by NHTSA in the FY23 Highway Safety Plan.

The enclosed agreement is not fully executed until both the agency Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.) and the MOHS Office Director, have signed and dated the agreement. Grant activities are not to be implemented and performed, until the agency receives a fully executed copy of the agreement. A copy of the executed agreement will be provided to the agency after the required Grant Implementation meeting.

All FY23 grant activities begin October 1, 2022, and must be concluded by September 30, 2023. In addition, the FY23 Sub-Grantee Closeout Report must be received by the Mississippi Office of Highway Safety, no later than 5:00 p.m. on November 15, 2023.

Please thoroughly read the Fiscal Control and Fund Accounting Procedures, Grant Agreement, Certifications and Assurances, as changes have been made for FY23. **Your completed original copy grant agreement and all required documents must be returned to the MOHS by 5:00 p.m. on September 2, 2022.** Please make sure that you complete items 1-9 in their entirety and all documents are an **original signature signed in BLUE ink** by the Authorized Signatory Official (Mayor, Board of Supervisor President, Director, Commissioner, etc.).

1. MOHS Fiscal Control and Fund Accounting Procedures
2. Signature Page
3. State Certification and Assurance: Pursuit Policies; (Enforcement grants only)
4. Enclose a copy of your agency's Pursuit Policy (Enforcement grants only)
5. Assurance of Understanding Requirement for Sub-grantees

039

6. Local Governmental Resolution Agreement and Authorization to Proceed (If Applicable)
7. Designation of Secondary Signatory Official Form (If Applicable)
8. Enclose a copy of your agency's leave policy (policy should include personal, vacation, sick, holiday, and military leave)
9. Enclose a copy of your agency's overtime policy and a payroll schedule (schedule should include beginning and ending dates of pay periods and paycheck dates for October 1, 2022–September 30, 2023)

Failure to return your completed grant agreement and required documents by the above date may result in the reallocation of grant funds. Please mail the original completed grant agreement and all required documents to the following address:

Mississippi Office of Highway Safety
Attn: Kimberly Harris, Office Manager
1025 Northpark Drive
Ridgeland, MS 39157

If you should have any questions concerning the completion of the grant agreement, please feel free to contact the Division Director for your program, Princella Henry; 601.977.3728; phenry@dps.ms.gov.

Sincerely,

Amisha Wilkerson, Bureau Director
Mississippi Office of Highway Safety
Mississippi Department of Public Safety Planning

040

FY23 MOHS GRANT AGREEMENT

MS Office of Highway Safety
1025 Northpark Drive
Ridgeland, MS 39157
Phone: (601) 977-3700; Fax: (601) 977-3701

1. Sub-grantee's Name & Mailing Address: **Pearl River County Board of Supervisors** **Pearl River County Sheriff's Department** **P.O. Box 569** **Poplarville, MS 39470** Telephone Number: (601) 749-7780 E-Mail: cgoss@pearlrivercounty.net	2. Effective Date of Grant: **October 1, 2022** 3. Subgrant Number: **154AL-2023-ST-15-51** 4. Grant Identifier (Funding Source & Year): **154 Alcohol FY23** 5. Beginning and Ending Dates: **October 1, 2022 – September 30, 2023** 6. Subgrant Payment Method: _X_ Cost Reimbursement Method

7. CFDA # - 20.607	8. DUNS # - UEI # -J5HCN1B42TU6	9. Congressional District: 4
10. A:FAIN #: 69A37519300001540MSA 69A37520300001540MSA	11.A: Initial Federal Award Date: 04/17/2019 03/16/2020	11.C: Additional Federal Award Date:
10.B. Federal Awarding Agency: NHTSA	11.B: Secondary Federal Award Date:	12. Research and Development Grant: ____Yes _X_ No Continuation Grant: _X_Yes ___ No

13. The following funds are obligated:

A. COST CATEGORY		B. SOURCE OF FUNDS		C. MATCH	D. RATIO%
(1) Personal Services-Salary	$52,072.00	(1) Federal	**$52,806.94**		
(2) Personal Services-Fringe	$0.00	(2) State			
(3) Contractual Services	$25.00	(3) Local			
(4) Travel	$0.00	(4) Other			
(5) Equipment	$0.00	Total:	$52,806.94		
(6) Commodities	$709.94	E. TOTAL OF ALL FEDERAL GRANTS THROUGH MOHS TO AGENCY:			
(7) Indirect Costs	$0.00	Number of Grants: 2	154AL	402OP	TOTAL
TOTAL	**$52,806.94**	TOTAL:	$52,806.94	$12,000.00	$64,806.94

The Sub-Grantee agrees to operate the program outlined in this Agreement in accordance with all provisions of this Agreement as included herein. The following sections are attached and incorporated into this Agreement: Final Approved Agreement which includes: Sub-Grantee Signature Sheet; Sub-Grantee Targets, Performance Measures and Strategies; Task by Quarter; Cost Summary Support Sheet; Agreement of Understanding and Compliances, Designation of Secondary Official (If Applicable)

All policies, terms, conditions, and provisions listed in funding guidelines, grant agreement, and agreement of understanding which has been provided to Sub-Grantee, are also incorporated into this agreement, and Sub-Grantee agrees to fully comply therewith.

14. Approved for Grantee: Signature Date Name: **Helen Porter** Title:**Office Director, MS Office of Highway Safety**	15. Approved for Sub-Grantee: Signature Date 8-1-22 Name: **Sandy Kane Smith** Title**: President, Board of Supervisors**

FY23 Sub-Grantee Project Description (Law Enforcement):

MOHS Law Enforcement grant programs are provided with Federal grant funds to local police departments, sheriff's and state agencies for enforcement in jurisdictions all across Mississippi. All jurisdictions will provide enforcement, for hours that are specified in each agency Agreement, in support of the DUI program. These enforcement grants will be coordinated with the national campaigns, along with any state blitz campaigns that the MOHS develops for FY23.

All law enforcement agencies participating in the MOHS Law Enforcement grant program will utilize data to target the need and deploy resources bases on problem identification and traffic trends in the agency locale and make adjustments to the program as needed.

Law Enforcement agencies use the funding for salaries (Individual Officer and part-time), contractual service, and commodities that has been reviewed and approved by the MOHS. All information on budget can be found in the agency budget. The agency will generate at least (1) earned media campaign during the blitz campaigns.

FY23 Sub-Grantee-Target(s), Performance Measures and Strategies

Agency Name: Pearl River County Board of Supervisors / Pearl River County Sheriff's Department

List the target(s) that the Sub-Grantee will accomplish during the FY23 grant year. Performance measures should be set to help the Sub-Grantee accomplish the target(s) for the grant year. Strategies must be listed to show how the strategies will be implemented to meet the performance measures and to accomplish the target(s) set by the agency.

Target(s):
The jurisdiction/agency of **Pearl River County Sheriff's Department** will reduce the number of alcohol related fatalities from 4 in 2019 to 2 by the end of 2023.

The jurisdiction/agency of **Pearl River County Sheriff's Department** will reduce the number of alcohol related injuries from 4 in 2019 to 2 by the end of 2023.

Performance Measures:
Increase the number of grant funded DUI Arrest from 74 in FY21 to **89** in FY23.

Strategies:
Select or Hire Individual Officers
Overtime Enforcement
SFST Instructor
60 Checkpoints
40 Saturation Patrols
4 Alcohol Presentations
Generate Earned Media
Publicize patrol activities results (after occurrence)
Attend Troop LEL Network Meeting
Participate in the National blitz campaigns with enhanced DUI enforcement:
Drive Sober or Get Pulled Over – Christmas/ New Year's
Drive Sober or Get Pulled Over – Labor Day
Participate in the State blitz campaigns with enhanced DUI enforcement: Super Bowl, Memorial Day, 4th of July

FY23 MOHS TASKS BY QUARTERS

AGENCY NAME: Pearl River County Board of Supervisors / Pearl River County Sheriff's Department

PROJECTION TASKS BY QUARTERS:

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

1st QUARTER (OCTOBER, NOVEMBER & DECEMBER)

Conduct not less than **15** checkpoints during quarter.

Conduct not less than **10** saturation patrols during quarter.

Conduct not less than **1** alcohol presentation during quarter.

Issue a minimum of **22** DUI Arrest citations during quarter, to reach a goal of **89** for FY2023.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the Drive Sober or Get Pulled Over national Christmas/New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 1st Quarter:$13,201.74

044

FY23 MOHS TASK BY QUARTERS

AGENCY NAME: Pearl River County Board of Supervisors / Pearl River County Sheriff's Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
2nd QUARTER (JANUARY, FEBRUARY & MARCH) Conduct not less than **15** checkpoints during quarter. Conduct not less than **10** saturation patrols during quarter. Conduct not less than **1** alcohol presentation during quarter. Issue a minimum of **22** DUI Arrest citations during quarter, to reach a goal of **89** for FY2023. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State New Year's blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.
Projected Expenditures for 2nd Quarter: $13,201.74

045

FY23 MOHS TASK BY QUARTERS

AGENCY NAME: Pearl River County Board of Supervisors / Pearl River County Sheriff's Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS
List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.
3RD QUARTER (APRIL, MAY & JUNE) Conduct not less than **15** checkpoints during quarter. Conduct not less than **10** saturation patrols during quarter. Conduct not less than **1** alcohol presentation during quarter. Issue a minimum of **22** DUI Arrest citations during quarter, to reach a goal of **89** for FY2023. Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.) **Additional Tasks:** Participate in the State Memorial Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.
Projected Expenditures for 3rd Quarter: $13,201.74

FY23MOHS TASK BY QUARTERS

AGENCY NAME: Pearl River County Board of Supervisors / Pearl River County Sheriff's Department

PROJECTION TASK BY QUARTERS

SCHEDULE PROJECTION OF TASKS BY QUARTERS

List the performance schedule of tasks by quarters referring specifically to the Statement of Tasks in the narrative description and defining the components of tasks to be accomplished by quarters. Tasks that extend beyond one quarter should specify the elements of the tasks that are to be performed for the particular quarters.

4TH QUARTER (JULY, AUGUST & SEPTEMBER)

Conduct not less than **15** checkpoints during quarter.

Conduct not less than **10** saturation patrols during quarter.

Conduct not less than **1** alcohol presentation during quarter.

Issue a minimum of **23** DUI Arrest citations during quarter, to reach a goal of **89** for FY2023.

Submit all required reporting documents by scheduled date(s) as defined in agreement by MS Office of Highway Safety, i.e. (Monthly Cost Reporting Worksheets for reimbursement, Monthly Activity reports, etc.)

Additional Tasks:

Participate in the State 4th of July and Drive Sober or Get Pulled Over national Labor Day blitz campaign with enhanced DUI enforcement and earned media with at least one (1) newspaper, television, social media or radio presentations.

Projected Expenditures for 4th Quarter: $13,201.72

FY23 Mississippi Office of Highway Safety-Cost Summary Support Sheet

1. Applicant Agency: Pearl River County Board of Supervisors /Pearl River County Sheriff's Department			
2. Subgrant Number: 154AL-2023-ST-15-51	**3. Grant ID:154 Alcohol**	**4. Beginning: October 1, 2022.**	**5. Ending: September 30, 2023**
6. Activity: DUI Enforcement			

7. Category & Line Item	8. Description of item and/or Basis for Valuation	9. Budget		
		Federal	All Other	Total
Personal Services-Salary	Individual Officer @ approx. $18.40 X @ approx. 2080 hours = **$38,272.00** Officers over-time or regular time above and beyond normal work hours @ approx. $27.60 X @ approx. 500 hours = **$13,800.00** **Total Salaries = $52,072.00**	**$52,072.00**		**$52,072.00**
Contractual Services	Shipping Cost - **$25.00** **Total Contractual = $25.00**	**$25.00**		**$25.00**
Commodities	Brother ProcketJet 722 Printer MonoChrome Direct Thermal – (2) x @ approx. $299.99 each = **$599.98** Brother LB3692 Car Adapter – (2) x @ approx. $25.99 each = **$51.98** Brother Car Power Adapter – (2) x @ approx. $28.99 each = **$57.98** **Total Commodities = $709.94**	**$709.94**		**$709.94**

TOTALS	**$52,806.94**		**$52,806.94**

LHO

FY23 Agreement of Understanding and Compliance

This Agreement made and entered into by and between the State of Mississippi by and through the MS Office of Highway Safety, hereinafter referred to as State, and the Governmental Unit or agency named in this application, hereinafter referred to as Sub-Grantee.

WHEREAS, the National Highway Traffic Safety Act of 1966, as amended, provides Federal funds to the State for approved highway safety projects for the purpose of reducing injuries and fatalities as result of motor vehicle crashes, and

WHEREAS, the State may make said funds available to state, county, and municipal agencies and/or government or political subdivisions and/or non-profit entities upon application and approval by State and the National Highway Traffic Safety Administration (NHTSA) if applicable, and

WHEREAS, the Sub-Grantee must comply with the requirements listed herein, to be eligible for Federal funds in approved highway safety projects, and

WHEREAS, the State is obligated to reimburse NHTSA out of its funds for any ineligible or unauthorized expenditures for which Federal funds have been claimed and payment received, and

WHEREAS, the Sub-Grantee has submitted an application for Federal funds for highway safety projects:

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

I. REIMBURSEMENT OF ELIGIBLE EXPENSES

A. It is mutually agreed that upon written application by Sub-Grantee and approval by State and NHTSA (if applicable), State will obligate Federal funds to Sub-Grantee account for reimbursement of eligible expenditures as set forth in the application.

B. It is understood that the State has the right to monitor and pre-audit any and all claims presented for reimbursement. Arrangements have been made for the financial and compliance audit required by 2CFR Subpart F, which is to be conducted within the prescribed audit reporting cycle (failure to furnish an acceptable audit, as determined by the cognizant Federal agency, may result in denial or require return of Federal funds). It is mutually agreed and promised that Sub-Grantee reimburse State for any ineligible or unauthorized expenditure for which Federal funds have been claimed and payment received as determined by a State or Federal audit.

C. It is also understood, pursuant to 2 CFR 200.337, the awarding agency and the Comptroller General of the United States, or any of their authorized representatives (such as National Highway Traffic Administration otherwise known as NHTSA), shall have the right of access to any pertinent books, documents, papers, or other records of grantees and Sub-Grantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

D. It is further agreed that where reimbursement is made to Sub-Grantee in installments, State shall have the right to withhold any installments to make up reimbursement(s) received for any ineligible or unauthorized expenditure until such time as the ineligible claim is made up or corrected by Sub-Grantee.

E. Unless otherwise directed, Sub-Grantees must submit monthly reimbursement, activity reports and back up documentation, by the **10th working day** of the following month to receive reimbursement for project activities. Reports reflect the status of project implementation and progress toward reaching goals. Each activity report shall describe the project status and shall be submitted to the State, no later than the 10th working day following the end of the month.

F. Final Closeout Report and Reimbursement Claim with all required documentation must be received to MS Office of Highway Safety within forty-five (45) days of completion of the project **(Close of Business (COB) November 15th)**. Appropriate forms will be provided to the Project Director. All required due dates for MOHS documents are provided in the Project Director's Guide.

Any Sub-Grantee delinquent in submitting monthly reimbursement, monthly activity, and/or final accomplishment reports, or incomplete progress reports that lack sufficient detail of progress during the period in question, may be subject to having submitted reimbursement requests delayed, pending additional justification. Once completed reports are received, reimbursement requests will be processed.

II. ON-SITE MONITORING AND EVALUATION

Pursuant to Federal guidelines, the State has developed a plan for evaluating all projects. Each Sub-Grantee will be required to have at least one (1) on-site monitoring visits during the grant year. All written documents will be reviewed to determine progress, problems and reimbursements of the project. The State evaluates all sub recipient's risk of noncompliance with Federal statutes, regulations and the terms and conditions of the sub-award for the purposes of determining the appropriate level of sub recipient monitoring.

III. PROPERTY AGREEMENT

- Facilities and equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the MS Office of Highway Safety; or the State, by formal agreement with appropriate officials of a political subdivision, State agency, or non-profit entities.
- It is mutually agreed and promised that the Sub-Grantee shall immediately notify the MS Office of Highway Safety, if any equipment purchased under this project ceases to be used in the manner set forth by the project agreement. In such event, Sub-Grantee further agrees to transfer or otherwise dispose of such equipment, as directed by the MS Office of Highway Safety.
- It is mutually agreed and promised by the Sub-Grantee that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of the MS Office of Highway Safety.
- It is mutually agreed and promised that the Sub-Grantee shall maintain, or cause to be maintained for its useful life, any equipment purchased under this project.
- Each Sub-Grantee of federal grant funds has a financial management system that complies with the minimum requirements of 2 CFR Part 200 (Super Circular).
- All equipment awarded in this project agreement must be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise which prohibit this being accomplished, the MS Office of Highway Safety must be notified as to the reason for the delay and projected purchase date of the equipment.
- Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds the title, the acquisition date, cost of the property, percentage of Federal participation in the cost of the property, the location use and condition of the property and any ultimate disposition data including the data of disposal and sale price of the property.

- A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years for the useful life of the property.
- A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property. Any loss, damage or theft shall be investigated.
- Adequate maintenance procedures must be developed to keep the property in good and working condition.
- If the Sub-Grantee is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return. Sale of items must be approved by the MOHS.
- Costs for equipment items are allowable only as part of a comprehensive program effort. All approved equipment must be included on the Federal Conformation Product List (CPL), where applicable. Approved equipment purchased with federal funds, must be in compliance of the Buy America Act (23 U.S.C. 313).
- Approved equipment with a purchase price of $5,000.00, must be approved in writing from the National Highway Traffic Safety Administration, before the purchase of approved equipment purchased with federal funds.

IV. STAFFING

Positions covered by this project that are funded 100% or 2080 enforcement hours must be new positions. If staff of the Sub-Grantee agency is transferred to work on this project, the agency must replace the vacant position with a new hire. Salaries in this project are for the purpose of remuneration for personal services over and above the present manpower level of the agency. All positions require detailed activity documentation, as directed by MS Office of Highway Safety.

The Individual Officer(s) on this project is defined as an officer working enforcement at approximately 2080 hours at an approximate rate of pay per hour.

V. GENERAL PROJECT REQUIREMENTS

A. Any change to out-of-state travel approved in the Grant Application, must have prior written approval by the MS Office of Highway Safety for changes. Requests for change should be submitted to the MS Office of Highway Safety not less than two (2) weeks before the intended date of travel on Agency letterhead.
   - Out of State Travel - All federal funded **out of state travel** requires expenses incurred to be placed on the authorized travel voucher. All cost must be based on current state and federal policies.
   - In State Travel - All federal funded **in state travel** requires itemized receipts for expenses incurred, as well as the authorized travel voucher. All cost must be based on current state and federal policies.
   - In State Travel - Meals can only be claimed with an overnight hotel stay.

B. The Mississippi Office of Highway Safety can only reimburse sub-grantees for grant funded activity. If a sub-grantee is on non-grant related activities for more than 15 minutes; after such time, they should revert to their own agency funding.

C. No budget modification requests will be accepted by the MS Office of Highway Safety after **July 31st**. Any proposed changes in this Agreement that would result in changes in the scope, character, or complexity of the agreement, require a Letter and Budget Modification Request to the MS Office of Highway Safety. Changes to the Agreement will not be effective, until both parties have executed the modification.

D. Sub-Grantee must submit any proposed agreements for contractual services to the MS Office of Highway Safety. Contractual Services must be submitted forty-five (45) days prior to acceptance, due to the fact that contracts **must have** review and approval by DPS and NHTSA.

E. Any program income earned by projects financed in whole or in part with Federal funds must be documented and accounted for. Program income earned during the project period shall be retained by the

Sub-Grantee and used for project related expenses or to offset eligible expenses, with the approval of the MS Office of Highway Safety.

F. Sub-Grantee **must complete** the Authorized Official or Local Government Resolution included within this Agreement, to accept on behalf of the agency that is represented in this Agreement for federal funding to defray the costs of the project described in the award. **Grant Agreements are not effective until both parties (MOHS and the Sub-Grantee) have fully executed (signed and dated) the Grant Agreement.**

G. Sub-Grantee **must maintain** in the Agency grant file, the most current copy of the following policies with the Application for funding. If Agency does not have a current policy, please inform the MS Office of Highway Safety of the un-availability of the policy.
- Seat belt policy (Must Retain a Copy);
- Warning citation policy (If Applicable);
- Pursuit policy (Must Retain a Copy);
- Checkpoint policy (If Applicable);
- Saturation patrol policy (If Applicable); and
- DUI enforcement policy (If Applicable)
- Agency seat belt survey procedures must be provided if usage rate is identified as a performance measure within agreement (If Applicable)

H. Sub-Grantee **must submit** to the MS Office of Highway Safety a copy of the following policy(s):
- Agency Payroll Schedule- Payroll period begin and payroll end dates & check date);
- Agency Leave policy (personal, vacation, sick, holiday, and military); and
- Agency Overtime Policy
- Fiscal Control and Fund Accounting Procedures
- Pursuit Policy (Law Enforcement Only)
- In-Direct Cost Agreement (If Applicable)

I. All training received under federal funded programs must be program related and the Sub-Grantee **must** maintain a copy of the certificate of completion and **must** be available for inspection in the Sub-Grantee grant file. A copy of the certificate of completion **must** be submitted to the MOHS for reimbursement of training expenses.

J. A Property Inventory form **must** be completed for all equipment. All equipment cost exceeding $1,000.00 and/or all computer equipment, will be tagged with a Department of Public Safety inventory control number. All equipment will be maintained on the MOHS inventory data base. All equipment purchased with grant funds must be available for inspection. A copy of the most current Property Inventory form must be available in the Agency's grant file.

K. Implementation of Agreement: All Sub-Grantees **are required** to attend a mandatory grant implementation meeting. Failure to attend one (1) of the available mandatory grant implementation meetings will result in rescinding of the grant funds allocated for the project.

L. Termination of Agreement:
- In the event of Sub-Grantee noncompliance with any of the provisions of this agreement, the MS Office of Highway Safety may terminate this Agreement by giving the Sub-Grantee a thirty (30) day notice. Before issuing notice of termination of this Agreement, the MS Office of Highway Safety, shall allow the Sub-Grantee a reasonable opportunity to correct noncompliance issues. For noncompliance with the

nondiscrimination section of this agreement or with any of the said rules, regulations or orders, this agreement may be canceled, terminated, or suspended in whole or in part.

- The Sub-Grantee may terminate its participation in this agreement by notifying and submitting the required closeout documentation to the MS Office of Highway Safety, thirty (30) days in advance of the termination date.
- Agreements: Unless otherwise authorized in writing by the MS Office of Highway Safety, the Sub-Grantee shall not assign any portion of the work to be performed under this Agreement, or execute any Agreement, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the MS Office of Highway Safety. Any subcontract under this Agreement must include all required and/or applicable clauses and provisions of this agreement.
- Sub-Grantee failure to meet all reporting, attendance at meeting(s), scheduled events and timely submission of reimbursement requests set forth in the Agreement by the MS Office of Highway Safety, may result in the withholding of reimbursement payments.

VI. UNALLOWABLE COST

Limitations and Conditions: The provisions stated in the following section are not intended to deny flexibility in supporting potential accident and injury reduction activities; however, the conditions do serve as a guide in describing costs that are ***not allowable*** for highway safety funding. See NHTSA Highway Safety Grant Funding Guidance.

The following are unallowable:

A. Unallowable Costs for Facilities and Construction:

- Highway construction, maintenance, or design other than design of safety features of highways incorporated into Roadway Safety guidelines
- Construction or reconstruction of permanent facilities, such as paving, driving ranges, towers and non-portable skid pads
- Highway safety appurtenances including longitudinal barriers (such as guardrails), sign supports (except as allowed under Allowable Costs with Conditions for selected Items, Part II.A.2.), luminaire supports, and utility poles (FHWA safety construction Federal-aid funds are available)
- Construction, rehabilitation, or remodeling for any buildings or structures or for purchase of office furnishings and fixtures;

Examples of office furnishings and fixtures

• Chair	• Bookcase	• Portable Partition
• Table	• Filing Cabinet	• Picture, Wall Clock
• Shelving	• Floor Covering	• Draperies and Hardware
• Coat Rack	• Office Planter	• Fixed Lighting/Lamp

- Land (except for SAFETEA-LU Section 2010 and MAP-21 Section 405(f) motorcycle safety grant funds used to purchase a facility which includes the purchase of land upon which the facilities sit.)

B. Unallowable Equipment Costs:

- Fixed and portable truck scales (Motor Carrier safety program funds are available for truck scales)
- Traffic signal preemption systems (FHWA Federal-aid highway program funds are available for traffic signal preemption systems)
- Automated traffic enforcement systems may not be purchased, operated, or maintained with Section 402 funds (including MAP-21 Section 405(b) High Seat Belt Use Rate funds, 405(d) Ignition Interlock

funds, 405(e) Distracted Driving funds, and 405(g) GDL funds, in which a State has been approved to use for any eligible project or activity under 23 USC 402). (23 CFR Part 1300.13(c)).

- Radars or other speed measuring devices using MAP-21 Section 405-Impaired Driving Countermeasures and SAFETEA-LU Section 410 Alcohol Impaired Driving Countermeasures grant funds.

C. Unallowable Training Costs:

- Training of employees of Federal civilian and Federal military agencies. Note: Training for Department of the Interior personnel who are assigned Section 402 responsibilities is covered under the 5 percent administrative allowance.
- An individual's salary while pursuing training (except when the individual's salary is already supported with highway safety funds under an approved project).
- Overtime for police officers attending drug recognition expert training.

D. Program Administration:

- General costs of government. For States, local governments and Indian Tribes, the general costs of government are unallowable (except as provided in § 200.475 Travel. Reference 2 CFR § 200.444 and 2 CFR § 200.475.
- NHTSA highway safety grant funds used to defray expenses incurred or sought to be incurred for activities of Federal civilian or military agencies or employees. For Department of the Interior, personnel expenditures for the Section 402 program are covered under the five percent administrative allowance.
- Alcoholic beverages for any consumption purposes or techniques for determining driver impairment are not allowable (See Part III, D.3.). Reference 2 CFR § 200.423.
- Drug impaired activities, equipment and drug impaired training is not allowable using Sections 154/164 funds.

E. Lobbying:

- Federal - the cost of influencing the U.S. Congress and Federal agency officials for activities associated with obtaining grants, contracts, cooperative agreements or loans.
- State and Local-No Federal funds may be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., grassroots) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds to engage in direct contact with State or local legislative officials, in accordance with customary State practice, even if it urges legislative officials to favor or oppose the adoption of a specific pending legislative proposal. (23 CFR Part 1300)

F. Additional Items Unallowable:

- Cell phones and guns are ***not*** allowable for purchase with these funds under any circumstances.
- Costs for equipment purchases exceeding $5,000.00, must have prior approval from NHTSA. The MS Office of Highway Safety will obtain the approval letter and provide a copy to the Sub-Grantee.
- Where major multi-purpose equipment is to be purchased, costs shall be factored, based on utilization for highway safety purposes.
- Costs for the following equipment items are allowable only if a part of a comprehensive program effort. All allowable equipment must be included on the Federal Conformation Product List (CPL):
  (1) Police traffic radar and other speed measuring devices used by the police (devices must meet the recommended federal guidelines);
  (2) Alcohol testing; and

(3) Mobile video systems.

- The cost of training is allowable using DOT/NHTSA developed, equivalent, or endorsed curriculum. Documentation must be provided in order to receive reimbursement for a Individual Officer's salary for training. MOHS will reimburse an officer's salary, as long as the proper documentation is submitted such as a Certificate of Completion or Certificate of Attendance.
- Development costs of new training curriculum and materials are allowable, if they will not duplicate materials already developed for similar purposes by DOT/NHTSA or by other states. This does not preclude modifications of present materials necessary to meet particular state and local instructional needs.
- Costs are ***not*** allowable to pay for an employee's salary while pursuing training, nor to pay the salary of the employee's replacement except where the employee's salary is supported 100% under an approved project.
- All training **must be** included within the grant Agreement. Only DUI (Alcohol) training is allowed under alcohol funding. Occupant protection training is allowed under occupant protection funding.
- Supplanting, includes: (a) replacing routine and/or existing State or local expenditures with the use of Federal grant funds and/or (b) using Federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of State, local, or Federally-recognized Indian tribal governments.
- The MOHS **will not reimburse** for the assistance of providing training to law enforcement officers through specialized training activities, unless approved in the MOHS Agreement. Any training or training assistance that is claimed and not listed in the approved MOHS Agreement will not be reimbursed.
- Cost to purchase program advertising space in the mass communication media is ***not*** allowable for Sub-Grantees.

CERTIFICATIONS AND ASSURANCES
FEDERAL CERTIFICATIONS AND ASSURANCES

NONDISCRIMINATION
(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with all Federal statutes and implementing regulations relating to Nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- FEDERAL-AID HIGHWAY ACT OF 1973, (23 U.S.C. 324 *et seq.),* AND TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- SECTION 504 OF THE REHABILITATION ACT OF 1973, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- THE AGE DISCRIMINATION ACT OF 1975, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- THE CIVIL RIGHTS RESTORATION ACT OF 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- TITLES II AND III OF THE AMERICANS WITH DISABILITIES ACT (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW-INCOME POPULATIONS (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- EXECUTIVE ORDER 13166, IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

The Sub-Grantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;

- Will administer the program in a manner that reasonably ensures that any of its sub recipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require any of its sub recipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

  a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

  b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

  c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

  d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

POLITICAL ACTIVITY (HATCH ACT)

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any

State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

Instructions for Primary Certification (Sub-Grantees)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to check the System for Award Management Exclusions website (https://www.sam.gov)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal

government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department of agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https:www.sam.gov).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

OGD

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the Sub-Grantee must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

The Sub-Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

MS OFFICE OF HIGHWAY SAFETY CERTIFICATIONS AND ASSURANCES

Alcohol/Impaired Driving/Occupant Protection/Police Traffic Services/ Law Enforcement Liaison (LEL) Coordination and High Visibility Enforcement (HVE) Participation Compliance

(Applies only to Law Enforcement Sub-Grantees)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of LEL Coordination and HVE Enforcement Participation must comply with the following:

1. Sub-Grantee with a LEL Network Coordinator Grant **must hold** a LEL Troop Network meeting to promote State/County/Local networking for the national blitz campaigns, blitz reporting, and PI&E efforts. **(LEL Coordination Sub-Grantees Only)**

2. Sub-Grantee with a LEL Network Coordinator Grant **must allow** the LEL network coordinators to assist the MS Office of Highway Safety in promoting and gathering statistics from the NHTSA national blitz campaigns. **(LEL Coordination Sub-Grantees Only)**

3. Sub-Grantee **must engage** in three (3) sustained enforcement blitz periods during the national campaigns for Christmas/New Year's, Memorial Day, and the Labor Day Holiday by conducting checkpoints and/or saturation patrols.

4. Sub-Grantee **must** engage in two (2) sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

5. For each of the national blitz campaigns, Sub-Grantee **must maintain** relevant statistics and **submit** a mobilization form reporting the total number of checkpoints, saturation patrols, arrests and other citations/relevant statistics by the MOHS required deadline. Failure to comply with this requirement may result in delay of reimbursement payments.

6. Sub-Grantee **is required** to generate earned media (example: press conference, TV, radio, social media or print news articles) before, during, or after High Visibility Enforcement (HVE) state and national campaign events and must submit documentation with each activity report.

7. Law Enforcement Sub-Grantees **will use** the following criteria to help identify locations in each city/county for intensified enforcement including checkpoints and saturation patrols.
   - ☐ Unusual incidents of alcohol/ drug related crashes/fatalities;
   - ☐ Alcohol/ drug impaired driving violations;
   - ☐ Unusual number of nighttime single vehicle crashes/fatalities (Impaired, Unbelted and Speed);
   - ☐ Any other documented alcohol/ drug related vehicular incidents;
   - ☐ Citation data related to restrained and unrestrained occupants;
   - ☐ Unusual incidents of unbelted crashes/fatalities
   - ☐ Seatbelt/Child restraint violations;
   - ☐ Unusual incidents of teen crashes/fatalities; and
   - ☐ Unusual incidents of speed crashes/fatalities.

DUI/Impaired Enforcement Compliance
(Applies only to Sub-Grantees funded with Impaired Driving (405d), Alcohol (154) funds, and/or any Police Traffic Service (402) funds used for Impaired Driving and/or Alcohol enforcement)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of DUI/Impaired Enforcement must comply with the following:

1. Sub-Grantee **agrees and commits** to have the Individual Officer(s) (if applicable) and/or other officers assigned to work DUI/Impaired overtime to engage their efforts during peak hours when most impaired drivers are likely driving under the influence.

   - Individual DUI/Impaired Officer(s) shift hours ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday and Sunday.**

   - Overtime hours for DUI/Impaired Enforcement ***will include*** **4:00 p.m. and no later than 7:00 a.m. and will include Thursday, Friday, Saturday, and Sunday.**

   Proper justification may be requested by MOHS regarding **other dates or time periods** within the jurisdiction for needed enforcement outside the above shifts.

2. Specific DUI/Impaired activities in which the DUI/Impaired officer(s) (if applicable) and/or other officers working overtime **will include** checkpoints, saturation patrols and other impaired driving enforcement activities as designated.

3. The Sub-Grantee **will engage** in national campaigns endorsed by the National Highway Traffic Safety Administration.

4. The Sub-Grantee **will engage** in **all** activities as described in the High Visibility Enforcement (HVE) Participation Compliance.

5. The Sub-Grantee **will engage** in sustained enforcement blitz periods during Super Bowl Sunday, 4th of July Holiday Period, and any additional sustained enforcement periods coordinated by the MOHS by conducting checkpoints and/or saturation patrols during the state campaigns.

6. The Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each quarterly report.

Occupant Protection/Police Traffic Services
High Visibility Enforcement (HVE)
Applies only to Sub-Grantee funded with 402 (OP), 402(PTS) or 405(B)

Law enforcement agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of Occupant Protection/Police Traffic Service Enforcement must comply with the following:

1. Sub-Grantee funded under a 402/405(b) Occupant Protection/Police Traffic Services Federal grant funds **must participate** in the National Click It or Ticket Campaign Mobilization and Child Passenger Safety week.

2. Sub-Grantee **will submit** forms containing the number of child restraint/safety belt citations, etc. and **submit** by the reporting deadline set forth by the MS Office of Highway Safety for the National Click It or Ticket Campaign. Failure to comply with this requirement may result in the delay of reimbursement payments.

3. Sub-Grantee **will generate** earned media (example: press conference, TV, social media, radio or print news articles) either before, during, or after High Visibility Enforcement (HVE) national campaign events and must submit documentation with each activity report.

Audit Requirements:

Law enforcement, state, local, non-profit agencies funded with Federal Highway Safety funds administered by the MS Office of Highway Safety for the purpose of grant activity must comply with the following (2 CFR§200.501):

(a) *Audit required.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of this part.

(b) *Single audit.* A non-Federal entity that expends $750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of this section.

(c) *Program-specific audit election.* When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a sub recipient, approves in advance a program-specific audit.

(d) *Exemption when Federal awards expended are less than $750,000.* A non-Federal entity that expends less than $750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

(e) *Federally Funded Research and Development Centers (FFRDC).* Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity for purposes of this part.

(f) *Sub-recipients and Contractors.* An auditee may simultaneously be a recipient, a sub recipient, and a contractor. Federal awards expended as a recipient or a sub recipient are subject to audit under this part. The payments received for goods or services provided as a contractor are not Federal awards. Section §200.331 Sub recipient and contractor determinations sets forth the considerations in determining whether payments constitute a Federal award or a payment for goods or services provided as a contractor.

(g) *Compliance responsibility for contractors.* In most cases, the auditee's compliance responsibility for contractors is only to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and the terms and conditions of Federal awards. Federal award compliance requirements normally do not pass through to contractors. However, the auditee is responsible for ensuring compliance for procurement transactions which are structured such that the contractor is responsible for program compliance or the contractor's records must be reviewed to determine program compliance. Also, when these procurement transactions relate to a major program, the scope of the audit must include determining whether these transactions are in compliance with Federal statutes, regulations, and the terms and conditions of Federal awards.

(h) *For-profit sub recipient.* Since this part does not apply to for-profit sub recipients, the pass-through entity is responsible for establishing requirements, as necessary, to ensure compliance by for-profit sub recipients. The

agreement with the for-profit sub recipient must describe applicable compliance requirements and the for-profit sub recipient's compliance responsibility. Methods to ensure compliance for Federal awards made to for-profit sub recipients may include pre-award audits, monitoring during the agreement, and post-award audits. See also §200.332 Requirements for pass-through entities.

Sub-Grantees are required to provide a copy of the jurisdiction/agency(s) most recent financial audit with the submission of the Grant Application. If the agency receives an updated audit during the grant year, the agency is required to provide a copy of the audit to the MOHS.

STATE CERTIFICATION AND ASSURANCE

CERTIFICATION AND STANDARD ASSURANCE REQUIREMENT FOR:

(APPLIES TO SUB RECIPIENTS AS WELL AS SUB-GRANTEES)

CONCERNING: STATE, COUNTY AND LOCAL EMERGENCY RESPONSE AND VEHICULAR PURSUIT POLICIES

When truly applicable and in full cooperation with the MS Office of Highway Safety, all grant and/or Sub-Grantee recipients (regardless of the type of entity or the amount awarded) must show substantial compliance with the following statutory requirement: On or after January 1, 2005, each state, county and local law enforcement agency that conducts emergency response and vehicular pursuits shall adopt written policies and training procedures that set forth the manner in which these operations shall be conducted. Each law enforcement agency may create its own policies or adopt an existing model. All pursuit policies created or adopted by any law enforcement agency must address situations in which police pursuits cross over into other jurisdictions. Law enforcement agencies which do not comply with the requirements of this provision are subject to the withholding of any state funding or state administered federal funding.

MS Code Annotated § 45-1-43, effective from and after July 1, 2004.

The obligation of a Sub-Grantee is to formulate, implement, and maintain certain written pursuit policies and training procedures which specifically set forth how these operations shall be conducted in accordance with State law. Note that "recipient" means any state, county or local law enforcement agency that conducts emergency response and vehicular pursuits and which may also receive any state funding or state administered federal funding.

A true copy of the law enforcement agency's emergency response and vehicular pursuit policy with pertinent training procedures must be retained in the agency grant file and be available for review. However, when otherwise allowed to submit an alternative for the required documentary confirmation, recipient must specifically identify and acknowledge the use of viable pertinent policies and training procedures, as these factors may be especially expressed through an appropriate letter or timely memorandum of understanding. All relevant information submitted or received by the MOHS, becomes an actual documented part of the grant documentation and thus will be placed within the MOHS master file for grants.

During any occurrence or time period for application, selection, award, implementation or close out of a grant or an award, if the grantee, Sub-Grantee, or recipient does not show compliance with the statute emphasized above, the grantee, Sub-Grantee or recipient is subject to the withholding of any state funding or state administered federal funding. Failure of grantee, Sub-Grantee or recipient to communicate the relevant policy that is required by statute may lead to adverse cost adjustment, disallowance of costs and/or recovery of

pertinent project funds. Such recovery may be accomplished on the basis of offset levied against any and all advanced funding, requests for reimbursements, or award of funds.

As the Authorized Official for, Pearl River County **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and I am cognizant of our duties and responsibilities under the emergency response and vehicular pursuit policies statute. Therefore, I hereby comply with this Certification and Standard Assurance requirement by retaining true copy of the applicable state, county or local emergency response and vehicular pursuit policies with training procedures which are pertinent to this organization. A copy of the vehicular pursuit policy must be maintained in the Sub-Grantee agency grant file.

	8-1-22
Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	Date
Sandy Kane Smith	Board President
Print Authorizing Official's Name	Authorizing Official's Title

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-GRANTEES:

This original signed form (blue ink only) must be returned to the MS Office of Highway Safety, within forty-five (45) days of receiving the attached grant award letter.

As the Authorized Official for, Pearl River County **(Sub-Grantee Name)**, I certify by my signature below, that I have fully read and am cognizant of our duties and responsibilities under this requirement. I acknowledge by my signature below, that I understand that the Grant Agreement is not effective until both parties (MOHS and Authorized Official) have signed, dated and fully executed the Grant Agreement.

As the Authorized Official, my signature below assures that Federal funds will not be used to supplant State or local funds and that Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Therefore, the Agency, I represent agrees to comply and adhere to all Federal, State and MS Office of Highway Safety Certifications and Assurances and their conditions.

	8-1-22
Authorizing Official's Signature (Mayor, Board President, Commissioner, Director)	Date
Sandy Kane Smith	Board President
Print Authorizing Official's Name	Authorizing Official's Title

066

LOCAL GOVERNMENTAL RESOLUTION AGREEMENT AND AUTHORIZATION TO PROCEED

WHEREAS, the Pearl River County Board of Supervisors
(Governing Body of Unit of Government)

Herein called the **"SUB-GRANTEE"** has thoroughly considered the problem addressed in the application (Program Source) **154 ALCOHOL** and has reviewed the project described in the agreement; and

WHEREAS, under the terms of Public Law 89-564 as amended, the United States of America has authorized the Department of Transportation, through the Mississippi Office of Highway Safety to make federal contracts to assist local governments in the improvement of highway safety,

NOW THEREFORE BE IT RESOLVED BY THE Board of Supervisors
(Governing Body of Unit of Government)

IN THE JURISDICTION Pearl River **MISSISSIPPI, THIS** 1st **Day of** August, **20** 22 **AS FOLLOWS:**

1. That the project above is in the best interest of the Sub-Grantee and the general public.
2. Sandy Kane Smith (Name and Title of Representative) is authorized to accept, on behalf of the Sub-Grantee, an award in the form prescribed by the MS Office of Highway Safety for federal funding in the amount of $ 52,806.94 (Federal Dollar Requested) to be made to the Sub-Grantee defraying the cost of the project described in the award.
3. One original or certified copy of this resolution must be included as part of the award referenced above.
4. That this resolution shall take effect immediately upon its adoption.

(If Applicable)
DONE AND ORDERED IN OPEN MEETING BY Sandy Kane Smith
(Chairman of Board/Mayor)

Alderman/Councilperson Malcolm Perry offered the foregoing resolution and moved its adoption, which was seconded by Alderman/Councilperson Hudson Holiday and, was duly adopted.

Date: Aug. 1, 2022

Seal (City/County Seal is required)

CHANCERY CLERK PEARL RIVER COUNTY, MISS.

Attest: PEARL RIVER COUNTY CHANCERY CLERK

By: Melinda Bourne
(Blue Ink)

067

Mississippi Office of Highway Safety
Designation of Secondary Signatory Official

Pursuant to the MS Department of Public Safety's requirements that the signatory official is the only person authorized to sign official documentation in relation to the sub-grant, such as monthly financial cost reporting worksheets, the **(agency/department name)** Pearl River County Board of Supervisors has authorized and approved **(print designated secondary signatory official name)** Christy Goss to sign any/all forms related to this contract.

Upon approval of this request said person will then be **Responsible/Liable**, as the signatory official, for claims submitted by them to this agency. The approval of this request will allow this person to complete required documentation in the absence and/or on behalf of the signatory official.

Name: Christy Goss (Designated Secondary Signatory Official) Title: County Grant Administrator

Organization Name: Pearl River County

Mailing Address: P.O. Box 569

City: Poplarville Zip Code: 39470

Telephone Number: (601) 403-2302 Cellular Number: (601) 273-2322

Email Address: cgoss@pearlrivercounty.net

Signature of Designated Secondary Signatory Official: Christy Goss

Appointed by Authorizing Official: Sandy Kane Smith Date: 8-1-22
(Mayor, Board President, Commissioner, Director) (Print Name)

Signature: (Authorizing Official) Title: Board President

Mississippi Office of Highway Safety
Fiscal Control and Fund Accounting Procedures

068

Federal regulations prohibit the commingling of Federal grant funds with funds from other sources and require grant recipients to maintain separate accounting over grant funds to ensure the funds are used for authorized purposes only. Federal grant funds cannot be commingled with general operating funds.

The Mississippi Office of Highway Safety has established the following criteria that must be met by all agencies receiving MOHS funds:

All recipients of MOHS funds are required to follow the federal regulations prohibiting the commingling of federal funds and maintain appropriate financial records that fully disclose the amount and disposition of MOHS funds received. Adequate record keeping includes financial documentation for disbursements.

All recipients of MOHS funds will follow the requirement above, establish and maintain both fiscal and program controls and funds accounting procedures acceptable to the Mississippi Office of Highway Safety, to assure the proper expenditure and disbursement of all funds and for program management and execution. Books and records will be kept and maintained until audited by the MOHS, federal granting agency, Office of the Inspector General, or any other agency requesting records, who shall have the right to access to any pertinent books, documents, papers, or other records of the sub-grantee, which are pertinent to the award, in order to make audits, examinations, excerpts and transcripts. The rights to access are limited to the required retention period, but last as long as the records are retained (Reference 2CFR 200.337). Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the Mississippi Office of Highway Safety. These records include, but are not limited to:

- Financial report covering expenditures of the grant
- General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records
- Approved budget and subsequent modifications
- Indirect cost allocation plans
- All invoices, billings, and reporting worksheets
- All personnel records of individuals paid with grant funds, including time sheets,
- wage authorization, tax withholdings forms, employment applications and other relevant data
- Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property
- Bank statements and reconciliations;
- Internal and external audit reports and project evaluation

We have read and understand all Fiscal Control and Fund Accounting Procedures as shown above and agree to comply with these conditions in the operation of the grant.

	8-1-22
Authorizing Official's Signature **(Mayor, Board President, Commissioner, Director)**	**Date**
Sandy Kane Smith	Board President
Print Authorizing Official's Name	**Authorizing Official's Title**

ORDER TO APPROVE COUNTY ENGINEER'S AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of County Engineer's Agenda Items.

Upon motion made by Jason Spence and seconded by Malcolm Perry, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following County Engineer's Agenda Items as listed with attachments:

A. Authorize President to execute Emergency Road and Bridge Repair (ERBR) Award for Replacement of Bridge Number SA5500000000153 Project No. ERBR-LSBP-55(36) MEMORANDUM OF AGREEMENT BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION AND Pearl River County, Mississippi.

Be It Further Ordered to contract with Dungan Engineering, P.A. for Professional Engineering Services to be identified as the Engineer of Record for Project No. ERBR-LSBP-55(36) Shorty Burgess Road. (See attachments)

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, Jason Spence, and Sandy Kane Smith
Voting NAY: None

070

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

July 26, 2022

Board of Supervisors,

Please approve the President to sign the attached MOU with MDOT concerning the Emergency Road and Bridge Award for the replacement of bridge number SA5500000000153.

Thanks,

Adrain

071

Brad White
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Charles R. Carr
Director, Office of Intermodal Planning

July 20, 2022

Honorable Sandy K. Smith
President, Pearl River County Board of Supervisors
P.O. Box 569
Poplarville, MS 39470

RE: Emergency Road and Bridge Repair (ERBR) Award for Replacement of Bridge Number(s) SA5500000000153

Dear Mr. Smith:

We are pleased to inform you that the Mississippi Transportation Commission, at their meeting on July 12, 2022, approved up to $540,000.00 in Emergency Road and Bridge Repair (ERBR) Program funds for the above referenced Project.

The Local Public Agency (LPA) will need to sign the attached Memorandum of Agreement (MOA) and return it to the Mississippi Department of Transportation (MDOT) for execution by the Executive Director. Once the MOA has been executed and the required information has been submitted identifying the Engineer of Record per the MOA, an initial deposit of up to twenty percent of the requested construction funds will be deposited into an account set up as described in the MOA. The remaining deposit of funds will be made at the time the low bid has been awarded. Once MDOT has received the information requested in the Final Payment Checklist, the LPA will receive the final deposit.

For applications that indicated the project was ready to be let to construction, the LPA will receive the deposit for necessary ERBR Funds once the MOA has been executed and MDOT has received the information requested in the Final Payment Checklist.

It is important that you and your city/county attorney review the attached MOA for a detailed understanding of the requirements to participate in the program. Pursuant to Mississippi Code Section 65-1-179, ERBR Funds are prohibited from being used to reimburse any amount that has been expended on the project prior to the award date by the Mississippi Transportation Commission. If the preconstruction amount noted in the MOA includes any prior expenditures, please advise MDOT so that the amount can be adjusted. This MOA has been approved by the Office of the Attorney General, and modifications will not be allowed. All signed MOAs must be returned with the appropriate board approval to the MDOT Planning Division (85-01) at P.O. Box 1850, Jackson, MS 39215.

We are excited about this program and working with you on these very important projects which will be beneficial to both your community and the entire state. If you have any specific questions, please feel free to contact us at planning@mdot.ms.gov. Please visit MDOT's ERBR website at https://mdot.ms.gov/portal/erbrf_2022 for additional information that we will be posting throughout the life of the program.

Sincerely,

Brad White
Executive Director

Attachment

MEMORANDUM OF AGREEMENT
BETWEEN THE MISSISSIPPI TRANSPORTATION COMMISSION
AND Pearl River County, Mississippi
Project No. ERBR-LSBP-55(36)

This Memorandum of Agreement (the "Agreement") is entered into by and between the Mississippi Transportation Commission (the "Commission"), which executes its policies through the Executive Director of the Mississippi Department of Transportation ("MDOT"), whose address is 401 North West Street, Jackson, MS 39201, and Pearl River County, Mississippi (the "Recipient") whose address is P.O. Box 569, Poplarville, MS 39470. This Agreement shall become effective upon the date of latest execution shown below.

WHEREAS, the Mississippi Legislature has created a special fund known as the 2022 Emergency Road and Bridge Repair Fund (the "ERBRF") pursuant to Section 11of Senate Bill No. 2780, 2022 Regular Session; and,

WHEREAS, pursuant to said statute, the State Fiscal Officer shall transfer sufficient amounts from the Capital Expense Fund to fund this program, and deposit the same into the said ERBRF; and

WHEREAS, the Mississippi Transportation Commission, acting through the Mississippi Department of Transportation has enacted rules pursuant to the Mississippi Administrative Procedures Act for the distribution of said funds; and

WHEREAS, the Recipient has applied for and been chosen to receive a grant of funds for the replacement of bridge number(s) SA5500000000153 and other associated activities identified in the Recipient's application (the "Project") as approved by the Commission on July 12, 2022 (the "Award Date"); and

WHEREAS, it is understood by and between the parties that the Commission has no funds available to contribute to the Project other than those being provided through the ERBRF grant described below, and that the Recipient is solely responsible for any costs of the Project that exceed the amount of the ERBRF grant.

NOW, THEREFORE, in consideration of the promises and agreements of the parties hereto, as shown below, it is hereby agreed as follows:

ARTICLE I.
DUTIES AND RESPONSIBILITIES

A. **THE COMMISSION WILL:**

Provide funding for the Project identified in this Agreement in an amount not to exceed $540,000.00 according to the terms and conditions hereof.

If preconstruction activities were requested in the application and funds were not expended prior to the Award Date, transfer an initial installment of funds from the ERBRF in the amount of $80,000.00 to the governmental entity shown above who owns/sponsors the public road or bridge Project to be used for preconstruction activities.

Once preconstruction activities are complete and the Recipient has awarded a construction contract, transfer the remaining balance of the grant amount (not to exceed the amount needed to complete the Project). This transfer shall be made promptly after the award of the construction contract by the Recipient and after the required documents have been provided to MDOT.

The maximum engineering costs allowed to be paid from ERBRF grant monies shall be calculated based on a percentage of the successful construction bid amount. For projects requiring Preliminary Engineering (PE) and Construction Engineering and Inspection (CE&I), the maximum amount of the total engineering costs to be paid from the ERBRF shall be fifteen percent (15%) of the amount of the successful construction bid. For projects that do not require PE services, the maximum amount of engineering costs to be paid from the ERBRF for engineering costs shall be ten percent (10%) of the amount of the successful construction bid. The total amount allowed for PE and/or CE&I costs shall be the actual cost of these services, or the maximum amounts outlined above, whichever is less.

If the Project involves an existing or ongoing construction contract, transfer the grant amount (not to exceed the amount needed to complete the Project), after the required documents have been provided to MDOT. **Pursuant to Mississippi Code Section 65-1-179, under no circumstances shall Recipient use ERBRF monies to reimburse any amount that has been expended on the Project prior to the Award Date.**

B. **THE RECIPIENT (CITY/COUNTY) WILL:**

Execute and return this Agreement to MDOT by August 31, 2022.

Submit the appropriate approval (e.g., board order) identifying the Engineer of Record for the Project, who shall be a licensed Professional Engineer registered with the MS Board of Licensure for Professional Engineers and Surveyors, prior to the first transfer of funds.

Use the funds solely for the costs of the Project as defined in this Agreement and upon the terms and provisions of this Agreement. Failure to adhere to any provision within the Agreement may result in immediate withdrawal of future funding and will require the return of all unexpended funds upon written demand

074

from MDOT.

Maintain Emergency Road and Bridge Repair (ERBR) Funding in a separate account or sub-account for the Project identified in this Agreement, so that project funding and costs can be easily tracked. The Recipient must be enrolled in PayMode e-payment module prior to receiving ERBRF grant monies. The Recipient may request assistance enrolling by contacting www.mmrs.state.ms.us or by calling the MMRS Call Center at (601) 359-1343. MDOT uses Mississippi's Accountability System for Government Information and Collaboration (MAGIC), and payment shall be made, and remittance information provided electronically as directed by the State to the bank account of the Recipient's choice.

Make every effort to expend all funds by June 30, 2025. Should any projected deviation from this schedule arise, the Recipient agrees to notify MDOT in writing of the specific details of delay and request an extension as soon as the deviation becomes apparent. Should this request be denied, the Recipient will return any ERBRF monies in the amount determined by MDOT. **In the event a construction contract is not awarded by January 31, 2025, MDOT reserves the right to revoke the grant award and demand repayment of ERBR funds.** The Recipient agrees to promptly return any unexpended ERBRF monies for revoked awards as required by MDOT.

Secure all funding necessary to complete the Project and commit the same prior to or at the time of grant award. All funding associated with the selected ERBRF Project shall be secured prior to the award of the construction contract and shall not be dependent on any future grants or awards. All funding in excess of the ERBRF grant amount necessary to complete the Project is the sole responsibility of the Recipient. **Pursuant to Mississippi Code Section 65-1-179, under no circumstances shall Recipient use ERBRF monies to reimburse any amount that has been expended on the Project prior to the Award Date.**

Follow state law for procurement of professionals and letting of construction projects. Failure to follow state laws may result in withdrawal of grant funds. If any federal funds are used in conjunction with ERBR funds, all federal procurement laws must be followed.

Advertise construction projects in accordance with all applicable laws and, to the extent possible, make advertisements available to the Mississippi Association of General Contractors, Mississippi Road Builders' Association, and Mississippi Asphalt Pavement Association.

Maintain on file, the following items in relation to the Project and provide the same to MDOT upon request:

A copy of all design documents.

Proof of Advertisement (i.e., copy of the advertisement, MPTAP and/or procurement portal posting, and any other such documents) for any Request for Qualifications (RFQ), Request for Proposals (RFP) or Invitation for Bids (IFB).

A copy of the project schedule.

A copy of the Construction Documents and Invitation for Bid Documents and any other IFB, RFQ, or RFP.

Documents including executed consultant Contracts for which funds will be expended.

A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, this must include the recommendation of the Engineer of Record, for the award of contract. For items procured by RFQ or RFP, this must include the evaluation committee tally sheets/overall scoring in support of the award decision.

A copy of Contract award for construction of Project.

A copy of all contractor pay requests and Professional pay requests and approval of and proof of payments for said services.

A copy of all bank statements of the separate account or sub-account containing the ERBR funds.

Directly administer funding for the Project, maintaining said funds in a separate distinct account or sub-account from the general funds of the Recipient for each Project funded. Any interest earned shall remain in the account or sub-account and shall be used on the Project identified in this Agreement. **Funding shall not be transferred back to the State, or any other fund associated with the State Treasury unless directed by MDOT in writing**.

Expend Project Funds in the following manner:

The Recipient agrees that if any funds are available at the completion of the Project, it will notify MDOT, in writing with a copy of any required approvals (e.g., board, council, or commission), of the amount of funds remaining and either: request an amendment to the Project defined in this Agreement for purposes consistent with any and all applicable state or federal statutes, rules, regulations, and/or guidance, or notify MDOT that the funds are not needed and request to transfer funds back to the ERBRF.

All expenditures of funds deposited from the ERBRF Program will be spent solely on costs directly associated with the Project as identified in this Agreement. The Recipient agrees to **maintain accurate Project**

documentation and invoices for all expenditures associated with the Project for not less than 3 years from final release of maintenance or longer, if required by IRS or other regulations.

Project Funds shall not be used on the Recipient's operating expenditures (e.g., salaries, equipment, commodities, and or related costs) with the exception of work performed by the Engineer of Record and his staff in an amount that is reasonable and supported by historical data up to the amount allowed for such fees.

Adhere to the following Project Requirements:

A current Certificate of Authority is required by any corporation, firm, or partnership employing the Mississippi Licensed Professional Engineer performing services on behalf of the Recipient in compliance with Mississippi Code Section 73-13-1, *et seq.*, as amended.

Design Plans shall be stamped by a Professional Engineer who is knowledgeable in the field of road design or bridge design, as applicable, and is registered with the MS Board of Licensure for Professional Engineers and Surveyors in compliance with Mississippi Code Section 73-13-1, *et seq.*, as amended.

The Recipient must maintain on file the documents listed above and provide these documents to MDOT and the Office of State Aid Road Construction (OSARC) upon request.

There shall be no changes to the Project as approved in this Agreement without detailed documentation as to the reason for the requested change. Requests for changes shall be submitted to MDOT in writing with a copy of any required approvals (e.g., board, council, or commission). Project changes shall not be made without written approval by MDOT.

Project shall meet current OSARC Design Standards, MDOT Design Standards, and/or AASHTO Design Standards, whichever is appropriate. Recipient shall provide stamped certification from the Engineer of Record that the design meets the applicable standards, as required above.

The Recipient shall adhere to the Manual on Uniform Traffic Control Devices regarding maintenance of traffic control features and the safety of workers and the traveling public for the road(s) and/or bridge(s) under construction and all other roads and entrances to adjacent properties within the limits of the project.

The construction shall be in accordance with the latest version of the Mississippi Standard Specifications for State Aid Road & Bridge Construction or MDOT Standard Specifications for Road & Bridge

Construction, including all addenda, whichever is appropriate.

The construction shall be in accordance with the latest version of the MDOT Construction Manual or the OSARC Construction Manual, whichever is appropriate.

New bridges shall be designed and load rated in accordance with AASHTO LRFD Bridge Design Specifications, current edition, including seismic conditions where appropriate. Bridge design and load rating for bridge widening or rehabilitation shall be in accordance with the AASHTO Standard Specifications for Highway Bridges, 17th Edition.

For bridge projects, once the piling is driven and prior to placement of caps or superstructure, the Recipient must submit to MDOT and OSARC electronic documentation using MDOT or OSARC pile driving record forms showing that the piles have reached the pile bearing as detailed in the construction plans. Any piling driven shall achieve the desired minimum bearing capacity and minimum tip elevation.

Upon completion of projects containing bridge construction or rehabilitation, an Initial Inspection of the bridge is required in accordance the National Bridge Inspection Standards (NBIS) and with Section 4.2, AASHTO Manual (Incorporated by reference, see § 650.305 and § 650.317 of NBIS) for each new, replaced, rehabilitated, and temporary bridge as soon as practical, but within 3 months of the bridge opening to traffic.

The Initial Inspection shall be made to fully document the as-built condition of the bridge. This also serves to record required bridge inventory data, establish baseline conditions, and establish the intervals for other inspection types. A load rating shall be performed to document the live load carrying capacity of each bridge after the projects are complete. The findings of the inspection shall be documented in an inspection report and submitted via AssetWise.

For bridge replacement projects or projects that allow for repairs to a bridge in lieu of complete replacement, all components, upon completion of construction, shall achieve an NBI condition rating of 7 or greater and the bridge shall not be load-restricted (posted) for Mississippi legal loads.

Projects shall comply with all environmental permitting requirements as specified by all necessary parties including, but not limited to, Mississippi Department of Environmental Quality (MDEQ), US Army Corps of Engineers (USACE), and the Mississippi Department of Archives and History (MDAH). All required permits shall be submitted to MDOT for review prior to the transfer of any construction funds.

The Recipient shall provide an electronic copy of the completed and

stamped as- built plans in a format approved by MDOT. In addition, the Recipient shall provide stamped certification from the Engineer of Record that the Project was constructed in accordance with the applicable standards, as required by MDOT.

At the end of the Project, plans and all Project documentation shall be owned by MDOT and, upon request, shall be provided to MDOT on CD or other acceptable electronic means of data storage.

Report upon Project progress as follows:

The Recipient agrees to provide quarterly reports and any required supporting documentation on a form prescribed by MDOT that summarize all work and expenditures on the Project since the last report. The quarterly report shall provide an updated schedule that has estimated dates for milestones and shall also provide a copy of the most recent bank statement of the separate account or sub-account used to maintain ERBR funding for the Project described in this Agreement. The first quarterly report shall include a bank statement showing proof of the first ERBRF proceed deposit. If the Recipient receives a second transfer from MDOT, the quarterly report immediately following this transfer shall also include a bank statement showing proof of the second ERBRF proceed deposit. The first quarterly report shall be provided within 30 days of the end of the next calendar quarter after the effective date of this Agreement and thereafter within 30 days after the end of each succeeding calendar quarter (i.e., March 30, June 30, September 30, and December 31). Failure to provide required reports may result in reduction of the grant award and/or the withdrawal of Project funding, in which case funds would be returned to the ERBRF upon written demand from MDOT.

The Recipient further agrees to make such other reports, disclosures, or certifications as may be required by MDOT.

ARTICLE II.
GENERAL PROVISIONS

A. **The Commission has no funds available to contribute to the Project other than those being provided through the ERBRF described above. The Recipient is solely responsible for any costs of the Project that exceed the amount of the transfer of funds as defined in this Agreement.**

B. This Agreement shall be subject to termination only upon written agreement by all parties or notice to terminate by MDOT for failure to comply with the terms of this Agreement.

C. It is understood that this is a Memorandum of Agreement, and that more specific requirements for the design and construction, procurement, and payment for the Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the policies and procedures of MDOT, and other related regulatory authorities. The Recipient agrees that it will abide by all such applicable authority.

D. All contracts and subcontracts shall include a provision for compliance with "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in Mississippi Code Section 71-11-3. Under this Act the Commission, the City, and every contractor or subcontractor shall register with and participate in a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 110 Stat. 3359, as amended.

ARTICLE III.
AMENDMENTS

This Agreement may be amended in writing as mutually agreed upon by the parties.

ARTICLE IV.
SEVERABILITY

Should any provision of this Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

ARTICLE V.
RELATIONSHIP OF THE PARTIES

A. The Commission and the Recipient are separate public agencies, and each, in accordance with its status as an independent agency, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, or claim to be, an agent, officer, or employee of the other by reason hereof. The employees, agents, and contractors of MDOT and the Recipient will not by reason hereof make any claim, demand, or application for any right or privilege applicable to an officer or employee of the other, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax

withholding whatsoever.

B. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any person or entity not a signatory hereto.

ARTICLE VI.
RESPONSIBILITIES FOR CLAIMS AND LIABILITY

A. The Commission, MDOT, OSARC, and all of their agents, officials, and employees have no obligations or responsibilities toward the activities conducted under this Agreement except those specifically stated herein, and have no authority to select, employ, supervise, or control any contractor employed by the Recipient, or any employee, agent, or official of the Recipient, or any of the Recipient's contractors or subcontractors.

B. The Commission will not be a party to any contract or subcontract entered into by the Recipient, other than this Agreement.

C. The Recipient will indemnify the Commission and hold it harmless to the extent allowed by Mississippi Code Section 65-1-75.

ARTICLE VII.
AUTHORITY TO CONTRACT

The Undersigned party represents that he/she has the authority to enter into this Agreement for and on behalf of the Recipient. The Commission authorized the Executive Director to execute this Agreement at its meeting of July 12, 2022.

So agreed this the_____day of_____, 2022.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through its duly authorized
Executive Director

_____
Brad White, Executive Director
Mississippi Department of Transportation

So agreed this the 1st day of August, 2022.

Sandy K. Smith, President
Pearl River County Board of Supervisors

ATTEST:

CHANCERY CLERK PEARL RIVER COUNTY, MISS.

Recorded at Book 22, Page 676, of the Minutes of the Mississippi Transportation Commission.

082

ORDER OF THE BOARD OF SUPERVISORS OF PEARL RIVER COUNTY TO CONTRACT FOR PROFESSIONAL SERVICES PROJECT NO. ERBR-LSBP-55(36)

WHEREAS, the Board of Supervisors of Pearl River County, Mississippi executed a Memorandum of Agreement between Mississippi Transportation Commission and Pearl River County, Mississippi for Project No. ERBR-LSBP -55(36) Shorty Burgess Road,

WHEREAS, the Board of Supervisors of Pearl River County, Mississippi determined that it was necessary and the best interest of Pearl River County to contract for Professional Engineering Services for Project No. ERBR-LSBP -55(36).

NOW, THEREFORE, IT IS HEREBY ORDERED by this Board that H. Les Dungan, III P.E., Mississippi Certificate Number 11516 with Dungan Engineering, P.A. shall be identified as the Engineer of Record for Project No. ERBR-LSBP -55(36).

President, Board of Supervisors
PEARL RIVER, COUNTY, MISSISSIPPI

This is to certify that the foregoing is a true and correct copy of an order passed by the Board of Supervisors of Pearl River County, Mississippi, entered into the minutes of said Board of Supervisors, Minute Book No. 226, Page No._____, same having been adopted at a meeting of said Board of Supervisors on the 2nd day of August, 2022.

Clerk of the Board of Supervisors
PEARL RIVER COUNTY, MISSISSIPPI

CHANCERY CLERK PEARL RIVER COUNTY, MISS.

Minute Book Text Detail
Book 0226 Page 83 ADVERTISE WALKIAH WIER PUBLIC HEARING
Date 8/ 1/2022 NOTICE TO BE HELD AUGUST 17, 2022

ORDER TO ADVERTISE FOR A PUBLIC MEETING NOTICE TO BE HELD THE 17TH DAY OF AUGUST, 2022 AT 10:00 A.M. CONCERNING PLANNED MAINTENANCE PROJECT AT THE WIER AT WALKIAH BLUFF

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Public Meeting Notice concerning the Wier at Walkiah Bluff.

Upon motion made by Jason Spence and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to advertise for a Public Meeting Notice to be held the 17th day of August, 2022, at 10:00 a.m. concerning planned maintenance project at the Weir at Walkiah Bluff.

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, Jason Spence, and Sandy Kane Smith
Voting NAY: None

Minute Book Text Detail
Book 0226 Page 84 SET PUBLIC HEARING FOR CONDITION OF
Date 8/ 1/2022 PROPERTY LOCATED AT 212 OLD CREEK ROAD

ORDER TO SET PUBLIC HEARING ON 17TH DAY OF AUGUST, 2022, TO DETERMINE IF CONDITION OF PROPERTY LOCATED AT 212 OLD CREEK ROAD, PICAYUNE, MISSISSIPPI, PARCEL NUMBER 6161020000000122, IS IN SUCH A STATE OF UNCLEANLINESS AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to set Public Hearing to determine condition of property located at 212 Old Creek Road, Picayune, Mississippi.

Upon motion made by Jason Spence and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to set Public Hearing to determine if condition of property located at 212 Old Creek Road, Picayune, Mississippi, Parcel Number 6161020000000122, is in such a state of uncleanliness as to be a menace to the public health, safety, and welfare of the community. (See attachment)

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, Jason Spence, and Sandy Kane Smith
Voting NAY: None

85

PEARL RIVER COUNTY
DEPARTMENT OF PLANNING & DEVELOPMENT
BUILDING DIVISION

P.O.BOX 511 - Poplarville, Mississippi 39470
Phone 601.403.2202 - Fax 601.403.2209
Kolby Davis: Code Official. Kdavis@pearlrivercounty.net

August 1st 2022

Sharon Spencer
212 Old Creek Rd
Picayune, MS 39466

Re: 212 Old Creek Rd Picayune, MS 39466
Parcel No: 6161020000000122

Dear Mrs. Spencer

You are hereby given notice that on the ***17th*** day of **August**, **2022** at the Board of Supervisors Meeting Room in the County facilities building at the Pearl River County Board of Supervisors office in the City of Poplarville, MS, located at 109 W. Pearl St., at 10:00 a.m., a public hearing will be held before the Board of Supervisors to determine if the condition of your property, located **212 Old Creek Rd Picayune, MS 39466** is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community. Should the adjudication or determination be made at the hearing that the condition of your property constitutes a menace to the public health, safety and welfare of the community, the Board of Supervisors may order your property cleaned and cleared by cutting weeds, filling cisterns, and removing rubbish, inoperable, junk vehicles, dilapidated fences, outside toilets, dilapidated buildings or structures and other debris, draining cesspools and standing water.

Thereafter, the board of supervisors may at its next regular meeting by resolution adjudicate the actual cost of cleaning the land and may also impose a penalty not to exceed One Thousand Five Hundred Dollars ($1,500.00) or fifty percent (50%) of the actual cost, whichever is more. The cost and any penalty shall become an assessment against the property. The "cost assessed against the property" means either the cost to the county of using its own employees to do the work or the cost to the county of any contract executed by the county to have the work done, and administrative costs and legal costs of the county.

A county may reenter the property or parcel of land to maintain cleanliness without further notice or hearing no more than six (6) times in any twelve-month period with respect to removing dilapidated buildings, dilapidated fences and outside toilets, and no more than twelve (12) times in any twenty-four-month period with respect to cutting grass and weeds and removing rubbish, personal property and other debris on the land. The expense of cleaning the property shall not exceed an aggregate amount of Twenty Thousand Dollars ($20,000.00) per year, or the fair market value of the property subsequent to cleaning, whichever is less. The board of supervisors may assess the same penalty each time the property or land is cleared as otherwise provided in Mississippi Code Annotated Section 19-5-105.

Sharon Spencer

RE: Re: 212 Old Creek Rd Picayune, MS 39466
Parcel No: 6161020000000122

August 1st 2022

The assessment authorized by this section shall be a lien against the property and may be enrolled in the office of the circuit clerk of the county as other judgments are enrolled, and the tax collector of the county shall, upon order of the board of supervisors, proceed to sell the land to satisfy the lien as now provided by law for the sale of lands for delinquent taxes. Furthermore, the property owner whose land has been sold pursuant to this section shall have the same right of redemption as to now provided by law for the sale of the lands for delinquent taxes.

You have the right to appear at the hearing and be heard.

If you have any questions or concerns about your property or if you have your property cleaned prior to the Board of Supervisor meeting dated above please call the Building Division at 601-403-2205 to have the property inspected.

Sincerely,

Kolby Davis
Code Official
Building Division

KD:smm

cc: Sandy Kane Smith, President, and Board of Supervisors
Adrain Lumpkin, County Administrator

Minute Book Text Detail
Book 0226 Page 87 CHANCERY CLERK'S PERSONNEL
Date 8/ 1/2022

ORDER TO APPROVE CHANCERY CLERK'S PERSONNEL

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of personnel changes in the Chancery Clerk's Department.

Upon motion made by Malcolm Perry and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following and attached personnel changes in the Chancery Clerk's Department:

Brittany Duncan	Deputy Clerk	Resign
Mary Gilmore	Deputy Clerk	Hire

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, Jason Spence, and Sandy Kane Smith
Voting NAY: None

MELINDA SMITH BOWMAN
PEARL RIVER COUNTY CHANCERY CLERK

August 1, 2022

Pearl River County Board of Supervisors

RE: Change of Personnel in Chancery Clerk Office

I request the Board's acknowledgement that Brittany Duncan will serve her last day of employment as deputy clerk on Tuesday, August 2, 2022. Additionally, I have hired Mary Gilmore to begin employment as deputy clerk on Monday, August 8, 2022.

Many thanks,
Melinda Bowman

200 SOUTH MAIN STREET ❖ P.O. BOX 431 ❖ POPLARVILLE, MS 39470 ❖ (601) 403-2316 ❖ FAX: (601) 403-2317

ORDER TO APPROVE TAX ASSESSOR/COLLECTOR'S AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of Tax Assessor/Collector's Agenda Items.

Upon motion made by Jason Spence and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Tax Assessor/Collector's Agenda Items as listed with attachments:

A. Certificate to certify Department of Revenue has received a correct copy of the Recapitulation of the Real and Personal Assessment Rolls for 2022.

B. Certificate stating Tax Assessor/Collector is in compliance with 27-35-127 Miss. Code Ann. and eligible to receive salary.

C. Petition for Reduction of Assessments

D. Amend 2022 Homestead Applications

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, Jason Spence, and Sandy Kane Smith
Voting NAY: None

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX

CERTIFICATE

TO: BOARD OF SUPERVISORS
Pearl River County, MISSISIPPI

This is to certify that the MS Department of Revenue has received from the County Assessor a correct copy of the Recapitulation of the Real and Personal Assessment Rolls of the above named county filed with you for 2022, and to the best of its knowledge and belief, subject to the preparation of a supplementary Real Roll reflecting the implementation of the constitutional amendment (House Concurrent Resolution 41), Gary Beech assessor of said county, is not in default with respect to making and filing the said assessment rolls, and that the said Board of Supervisors may, in its discretion, make an allowance and pay the salary of the said assessor.

This done on the 15th day of July 22.

Department of Revenue

Jennifer Williams
Office of Property Tax

P. O. Box 1033 Jackson, MS 39215 www.dor.ms.gov Phone: 601.923.7600 FAX: 601.923.7637

DEPARTMENT OF
REVENUE
STATE OF MISSISSIPPI

OFFICE OF PROPERTY TAX

TO: County Assessors and/or Collectors

Enclosed please find the certificate that states you are in compliance with. §27-35-127 Miss. Code Ann, and therefore eligible to receive your salary for July and subsequent months.

Please note that pursuant to §27-35-127 Miss. Code Ann., this certificate is to be entered on the minutes of the Board of Supervisors. Once this has been done, the Board may then allow payment of your salary for the current month and for subsequent months.

We have sent a copy of the instructions to the Board of Supervisors for their August meeting. Pursuant to §27-35-85 Miss. Code Ann., you are to attend this and all subsequent meetings when assessments are under consideration.

Sincerely,

Jennifer Williams

Jennifer Williams
Office of Property Tax

Enclosure

Cc: File

P. O. Box 1033 Jackson, MS 39215 www.dor.ms.gov Phone: 601.923.7600 FAX: 601.923.7637

FORM 71-026a
(10/93)

PETITION FOR REDUCTION OF ASSESSMENT

PLEASE SUBMIT IN DUPLICATE

DATE AUGUST 1, 2022

COUNTY PEARL RIVER

STATE OF MISSISSIPPI

TAX ASSESSOR GARY BEECH

REAL/PERSONAL 2021 ROLL
(CIRCLE ONE)

Page	Line	Owner	Tax Dist	Parcel Number/PPIN	ASSESSMENT AS ON ROLL			AMOUNT OF CHANGE	REASONS FOR CHANGE*
					IMPROVEMENTS	LAND	TOTAL		
		GOODYEAR FAMILY MINISTRIES	4024	6185			880	880	EQUIPMENT BELONGS TO CHURCH AND SHOULD BE EXEMPT
TOTALS CARRIED TO FORM 71-026							880	880	

*Reasons for change of assessment, as per Title 27-35-143, Miss. Code of 1972

Item number from code shown in parentheses

TAX AMOUNT BEFORE CHANGES _____

TAX AMOUNT AFTER CHANGES _____

92

NAME	SCHOOL DISTRICT / TAX DISTRICT	REASON	PARCEL NUMBER / PPIN NUMBER
Correction to the supplemental roll			
Easterling, Donna M	Pearl River Central / 3049	Disability prior to Jan. 1st 2022	5177350000003400 / 18761
Harden, Del Rio & Karen C	Picayune / 4024	65 / over prior to Jan. 1st 2022	5187250000000700 / 19851
Holman, Robert D	Poplarville / 3013	DAV prior to Jan. 1st 2022	3151110000000100H / 9341
Lee, Albert E	Peal River Central / 3049	65 / over prior to Jan. 1st 2022	5177350000000604 / 32735
Loveless, Albert B	Picayune / 4024	Disability prior to Jan. 1st 2022	7172030000403300 / 28536
Rester, Holli J	Lamar / 3032	Disability prior to Jan. 1st 2022	1149300000904000 / 1427
Welch, Katrina	Pearl River Central / 4044	65 / over prior to Jan. 1st 2022	5167250000006008 / 46033
The homestead will need to be removed from the supplemental roll			
Amedeo, Teresa L & Peter W	Picayune / 5229	Filed homestead in St Tammany Parish LA	6171010000001403 / 33729
Bennett, Derek & Debbie	Pearl River Central / 2049	Claim residence in another state	5172090000002200 / 17437
Bounds, Terry M & Nancy H	Pearl River Central / 2049	Claim residence in another state	4175210000000211 / 31165
Dawsey, Johnnie H	Pearl River Central / 3043	Not primary home	4163080000002802 / 48221
Dupont, Lawrence IV & Jill J	Picayune / 2024	Claim residence in another state	4187360000000105 / 50179
Green, Tameka P & Doral	Picayune / 4024	Claim residence in another state	6173080000201900 / 23535
Haddox, Larry	Picayune / 2024	Has homestead in Harrison Co as married	5174180000101400 / 17605
Haddox, Larry	Picayune / 2024	Has homestead in Harrison Co as married	5174180000102200 / 17615
Hawkins, James W	Pearl River Central / 5049	Claim residence in another state	5164190000005300 / 14629
Hensley, Sophie L	Lamar / 3032	Passed away 2 years ago per son	1149290000904800 / 858
Hensley, Sophie L	Lamar / 3032	Passed away 2 years ago per son	1149290000904900 / 859
Hernandez, Sonia E	Picayune / 5029	Claim residence in another state	6163080000003500 / 20886
Hess, Joseph	Pearl River Central / 3049	Claim residence in another state	4177250000001609 / 36275
Janet, Talecia N	Picayune / 2224	Filed homestead in Hinds Co	6175150020500800 / 24192
Jordan, Billy J & Stephanie J	Pearl River Central / 4044	Filed homestead in Hancock Co	5167360000002202 / 31228
Juneau, Michael J & Christina	Picayune / 4024	Claim residence in another state	5186140000000322 / 36113
Juneau, Michael J & Christina	Picayune / 4024	Claim residence in another state	5186130000000308 / 36111
Marchant, Bradley & Brittany L	Picayune / 2224	Claim residence in another state	6172100040100700 / 23235
McArthur, Elizabeth	Pearl River Central / 5049	Claim residence in another state	5169300001100300 / 16450

93

Morlas, Noel V Sr	Picayune / 2024	Passed away June 28, 2021	4187360000000600 / 13838
Pabon, Jaramillo S	Pearl River Central / 5049	Claim residence in another state	5177360000606100 / 19192
Pace, Chris S	Picayune / 4024	Claim residence in another state	6173310000001100 / 23487
Reed, Brady & Tara	Pearl River Central / 5049	Claim residence in another state	4168330000002900 / 12449
Schrock, Hal M & Pamela G	Picayune / 2224	Filed homestad in Harrison Co	6172100040202000 / 23268
Torres, Eladio E & Maria G	Pearl River Central / 2049	Claim residence in another state	5173080000001800 / 17547

Minute Book Text Detail
Book 0226 Page 95 OPEN TAX OBJECTION PUBLIC HEARING
Date 8/ 1/2022 CLOSE TAX OBJECTION PUBLIC HEARING

ORDER TO OPEN PUBLIC HEARING FOR OBJECTIONS TO THE 2022 TAX ASSESSMENT ROLLS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to open Public Hearing.

Upon motion made by Malcolm Perry and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to open Public Hearing for objections to 2022 Tax Assessment Rolls. (Proof of Publication and Sign In Sheet attached)

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, Jason Spence, and Sandy Kane Smith
Voting NAY: None

ORDER TO CLOSE PUBLIC HEARING FOR OBJECTIONS TO THE 2022 TAX ASSESSMENT ROLLS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to close Public Hearing for objections to 2022 Tax Assessment Rolls.

Upon motion made by Malcolm Perry and seconded by Donald Hart, the following order was adopted, to=wit:

Be It Ordered by the Pearl River County Board of Supervisors to close Public Hearing for objections to the 2022 Tax Assessment Rolls.

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Jason Spence, and Sandy Kane Smith
Voting NAY: None
Absent: Hudson Holliday

Publisher's Certificate of Publication

96

STATE OF MISSISSIPPI
COUNTY OF PEARL RIVER

Dan Phelan, being duly sworn, on oath says he is and during all times herein stated has been an employee of Picayune Newsmedia, LLC publisher and printer of the Picayune Item and The Poplarville Democrat (the "Newspaper"), has full knowledge of the facts herein stated as follows:

1. The Newspaper printed the copy of the matter attached hereto (the "Notice") was copied from the columns of the Newspaper and was printed and published in the English language on the following days and dates:

07/22/22

2. The sum charged by the Newspaper for said publication is the actual lowest classified rate paid by commercial customer for an advertisement of similar size and frequency in the same newspaper in which the Notice was published.

3. There are no agreements between the Newspaper, publisher, manager or printer and the officer or attorney charged with the duty of placing the attached legal advertising notice whereby any advantage, gain or profit accrued to said officer or attorney.

Dan Phelan, publisher

Subscribed and sworn to before me this
22nd Day of July, 2022

Cindy K Woods

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 93052 CINDY K. WOODS Commission Expires May 11, 2025 PEARL RIVER COUNTY

Cindy Woods, Notary Public
State of Mississippi, County of Pearl River
My commission expires 05-11-2025

Account # 203119
Ad # 1480983

PEARL RIVER COUNTY BOARD OF SUPERVISORS
P.O. BOX 569
POPLARVILLE MS 39470

PUBLIC NOTICE

To the Public and to the Taxpayers of Pearl River County, Mississippi:
You are hereby notified that the real and personal property assessment rolls of the above named county for the year 2022 have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the clerk of the Board of Supervisors of said County, on or before the 1st of August, 2022, at her office in the Courthouse of said county, and that all assessments to which no objection is then and there made, will be finally approved by said Board of Supervisors, and that all assessments to which objection is made, and which may be corrected and properly determined by this Board, will be made final by this Board of Supervisors, and that said rolls and the assessments contained therein will be approved by this Board of Supervisors; and that,
1. This Board will be in session, for the purpose of hearing objections to the said assessments which may be filed, at the courthouse in the City of Poplarville, said County and State on the 1st day of August, 2022.
2. This Board of Supervisors will remain in session from day to day until all objections, lawfully filed, shall have been disposed of and all proper corrections made in the said rolls.

Witness the signature and seal of the said Board of Supervisors this the 20th day of July, 2022, and,

The Board of Supervisors of Pearl River County.

97

PICAYUNE NEWSMEDIA, LLC
P.O. BOX 947
COLUMBIANA, AL 35051
(769) 717-5087

Advertising Invoice

PEARL RIVER COUNTY BOARD OF SUPERVI
P.O. BOX 569
POPLARVILLE MS 39470

Acct #:	203119
Date:	7/22/2022
Ad #:	1480983
Sales Rep:	Stacey Meadows

Notes:

DESCRIPTION	START	STOP	INSERTS	AMOUNT
TAXPAYER	7/22/2022	7/22/2022	1	209.25

Ad Text

PUBLIC NOTICETo the Public and to the Taxpayers of Pearl River County, Mississippi:You are hereby notified that the real and personal property assessment rolls of the above named county for the year 2022 have been equalized according to law, and that said rolls are ready for inspection and examination and that any objections to said rolls or any assessment therein contained, shall be made in writing and filed with the clerk of the Board of Supervisors of said County, on or before the 1st of August, 2022, at her office in the Courthouse of said county,

Total:	$209.25
Tax:	$0.00
Net:	$209.25
Paid:	$0.00
Total Due:	$209.25

PUBLIC HEARING

Tax Objections - 2022
August 1, 2022
All Due by 5:00 p.m.

PLEASE SIGN IN

NAME	NAME	
Adrain Lumpkin, Jr.	Shane C Wise	
[illegible]	Shane B. [illegible]	
Jorid Mulgan	Charles Schalder	
[illegible]	Les Dungan	
Hudson Holliday	Lindsay Wood	
[illegible]	Christy Goss	
Melissa Bom	[illegible]	
Latisha Johnson	Cindy J. Lee	
[illegible]	[illegible]	
Eddie B. L. Smith	Malcolm Perry	

Minute Book Text Detail
Book 0226 Page 99 ACKNOWLEDGE RECEIPT OF TAX OBJECTIONS
Date 8/ 1/2022 TO THE 2022 TAX ASSESSMENT ROLLS

ORDER TO ACKNOWLEDGE RECEIPT OF TAX OBJECTIONS
TO THE 2022 TAX ASSESSMENT ROLLS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to acknowledge Tax Objections received to the 2022 Tax Assessment Rolls.

Upon motion made by Malcolm Perry and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to acknowledge receipt of attached Tax Objections to the 2022 Tax Assessment Rolls.

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Jason Spence, and Sandy Kane Smith
Voting NAY: None
Absent: Hudson Holliday

PROPERTY
TAX ASSOCIATES INC.
JERRY B. WARD

info@ptainc.net
Office: 601.206.1433
Fax: 601.206.1435
100

VIA FedEx

July 25, 2022

Ms. Melinda Smith Bowman
Chancery Clerk, Pearl River County
100 South Main Street
Poplarville, MS 39470

Dear Ms. Smith:

The owners of the below-referenced properties would like to appeal the value for the 2022 year. These properties fall under the assessment guidelines of SB3100 which was passed into law in 2005.

Property	PPIN
Colonial Apartments	54922
Ozark Associates	6930
Picayune Apartments	25538
Elmwood	32253
Cedarstone	32478
Grand Oak Apartments, LP	37745

Sincerely,

William Ward

RECEIVED
JUL 27 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

P.O. Box 1545 Ridgeland, MS 39158-1545 | 795 Woodlands Parkway, Suite 110 : Ridgeland, MS 39157

Cost Containment Advisors
15 East Putnam Avenue, Greenwich, Connecticut 06830

Tel: 203-531-0770
Fax: 208-567-4020
www.cost-containment-advisors.com

101

July 26, 2022

Pearl River County Clerk
169 Savannah Millard Road
Poplarville, MS 39470

Re: BBT MS LLC Protest of 2022 Property Assessment
PPIN # 1405

Gentlemen,

Based on the 2022 assessment information received to date, BBT MS LLC desires to protest the referenced 2022 assessment. At your earliest convenience, please notify us of the date available for us to present our case to the Board of Supervisors. Your assistance will be greatly appreciated.

Sincerely,

R Gregg West, CMI
Senior Director
(205) 777-8483
greggw@cost-containment-advisors.com

UNITE
POSTA

- Expected delivery date
- Most domestic shipmen
- USPS Tracking® include
- Limited international ins
- When used internationa

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Domestic Mail Manual at http://p
** See International Mail Manual

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EP14F May 2020
OD: 12 1/2 x 9 1/2

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77381 0004
Date of sale
07/27/22
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9028207271057 59
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PRIORITY MAIL®

EXPECTED DELIVERY DAY: 07/30/22

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SHIP TO:
169 SAVANNAH MILLARD RD
POPLARVILLE MS 39470-6374

R007

USPS TRACKING® NUMBER

9505 5066 3466 2208 6434 99

To schedule free Package Pickup, scan the QR code.

USPS.COM/PICKUP

FROM:

Cost Containment Advisors
15 East Putnam Avenue, Ste. 405
Greenwich, CT 06830

TO:

Pearl River County Clerk
169 Savannah Millard Road
Poplarville, MS 39470

7/29 Business

B1

103

Patrick K. Le Jeune

P.O. Box 24655

New Orleans, LA 70184

504-343-3446

RECEIVED
AUG 01 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

July 28, 2022

Pearl River County Tax Assessor/Collector and Board of Supervisors

Re: Appeal for ax assessment adjustment for the 2022 property tax for the following three addresses:

1. 517 John Amacker Road, Poplarville – PPIN 33132
2. 535 John Amacker Road, Poplarville – PPIN 10610
3. 615 John Amacker Road, Poplarville – PPIN 33681

Greetings,

Recently my wife and I met with Mr. Wesley Mitchel, whom inspected the properties listed above and established new assessment appraisal values. These values are established for the 2023 property tax and for the 2022 property tax upon approval. I am informed by the county tax assessor's office and the county property appraisers of the process to submit this request that the new assessment appraisal values be applied for the 2022 property tax.

We have buildings at each of the addresses listed above. Each building was severely damage by vandalism and theft which began late in the year of 2021. We were working out of state through the months of late 2021 and early 2022, and we were unaware of the burglary and vandalism. In April of this year, Detective Randy Messa of the Pearl River County Sheriff's Department informed us that we had been burglarized. As soon as possible, we met with Deputy Ronny Polozzi, whom was in contact with Detective Messa via phone, and together we inspected the properties and learned of the gross destruction. After viewing the buildings, we replaced the locks and chains on the gates. The following day we were required to depart to make another out of state work trip which we could not reschedule. Upon our return, we set up a meeting with Detective Messa to continue the crime report process. The cases remain open, and we were only recently able to access the reports that we are providing for your reference.

The criminals stole much property including vehicles, and terribly vandalized the buildings. They stole exterior entrance doors, removed garage doors, ripped copper wiring from the walls, tore out fixtures and tubs, removed marble counter tops and large wall mirrors, made huge holes in the walls and ceilings, stole several air conditioning condensing units and a large 45000 kw standby generator, and much more. Severe vandalism and damage were made to the structures and finishes. The Sheriff Deputies and Mr. Wesley took many photos and videos, and can attest to the extensive damage. The actual date of the damage is unknown. The extent of the damage, and the case that the vandalism

occurred in different buildings indicates that the destruction and deconstruction was a time-consuming event which happened over several weeks, if not through repeated assaults over a few months. Coast Electric bills show some unusual activity as early as November of 2021. It is our opinion that this crime began late last year and continued until early April when Detective Messa learned that we were burglarized and informed us. He commented that evidence and photos indicate that some damage appears to have had occurred quite some time ago.

This crime has come at great cost. The buildings are so severely vandalized and exposed to natural elements and weather that the interiors require full refinishing. The walls and roof remain intact. But wiring, lighting, bathroom fixtures, plumbing, hvac systems, flooring, and the like must be replaced.

We are horribly pained to have experienced such criminal destruction. Please allow the adjustment of the new assessment appraisal to be effective for the full year for the 2022 property tax.

Thank you for your assistance. We send our sincere appreciation.

Best regards,

Patrick Keith Le Jeune

RECEIVED
AUG 01 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

Pearl River County Sheriff's Department

105

Officer Incident Report for Incident # SO22-007247

Disposition: **ACTIVE**

Incident Date:	04-27-2022 04:31 pm	**Report Created:**	04-28-2022 07:16 am GMT -6.00
Incident Type:	BURGLARY - RESIDENCE (65)	**Reported By:**	Polizzi, Rony (US013G0S0000008D)
Origination:	CAD2INC	**Reporting Agency:**	Pearl River County Sheriff's Department
Current Status:	Open Report, Access Level 1	**Reported From:**	IP ADDR 152.36.128.36
Incident Location:	615 John Amacker Rd Poplarville, MS 39470-6247 US	**Jurisdiction:**	This Jurisdiction
Incident Lex #:	IN014UFV00009KD4	**Assigned To:**	Messa, Randy (US013OG70000009R)
Case # / Status:	CA-22-070002 /	**Agency:**	Pearl River County Sheriff's Department

Jacket Notes: Arrest

INCIDENT DESCRIPTOR:

Created from CAD record on Thursday, April 28th, 2022

LOCATION:

Address:	615 John Amacker Rd Poplarville, MS 39470-6247 US	**Location Lex #:**	LO013Q0100009L4E
		Units Entered:	
Latitude / Longitude:	30.7474 / -89.6587	**Forced Entry:**	No
Location Type:	Residence/Home (20)	**Location Notes:**	
Zone / Beat:	/		

RECEIVED
AUG 0 1 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

INCIDENT OFFENSES:

106

off code	offense description	victim	offender	completed	use of force	auto weapon
220	Burglary/Breaking and Entering (220)	Lejeune, Patrick K		Y	-	-
220	Burglary/Breaking and Entering (220)	Lejeune, Patrick K		Y	-	-

ARRESTS / ARREST OFFENSES:

name	party type	offense code	statute	description	off status
	Suspect	220	n/a	Burglary/Breaking and Entering	Completed
	Suspect	BURC	97-17-33	BURGLARY-COMMERCIAL BLG.,CARS,ETC...	Completed
	Suspect	220	n/a	Burglary/Breaking and Entering	Completed
	Suspect	BURC	97-17-33	BURGLARY-COMMERCIAL BLG.,CARS,ETC...	Completed

RECEIVED
AUG 01 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

PARTIES:

107

name	party type	arrested	injured	description	DL #	SSN #	lex #
	Suspect	Yes	No	White, M, 160 lbs, 5' 11", 40 (at time of incident), DOB:			EP0161MK00000JJL
	365 John Amacker Rd., Poplarville MS 39470						
	504-252-5992 (mobile)						
Lejeune, Patrick K	Victim	No	No	White, M, 200 lbs, 5' 09", 58 (at time of incident), DOB: 11-29-1963	800013712	435-25-2385	EP01DHNW00000A17
	9 SMITH HILL RD, COLUMBIA MS						
	504-343-3446 (home)						
	Suspect	Yes	No	White, M, 200 lbs, 6' 0", 48 (at time of incident), DOB:			EP01CSI500002072
	MS 39470						
Unknown	Unsub	No	No				

RECEIVED
AUG 01 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

VEHICLES:

No vehicles specified.

PROPERTY:

108

#	type	is evidence	description	serial number	estimated value	value of damages
1	Household Goods - beds, chairs, desks, sofas, tables, appliances, air-conditioning and heating equipment, etc. (16)	No	miscellaneous household items		1.00	0.00

RECEIVED
AUG 0 1 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

NARRATIVE:

04-28-2022 10:20:00 (GMT -6.00) POLIZZI, RONY US013G0S0000008D

On 4-27-22 at approximately 1516 hours I, Corporal Rony Polizzi, was dispatched to 517 John Amacker Rd. Poplarville, MS 39470 in reference to a burglary of multiple residences. The crimes in reference to this report occurred at 615 John Amacker Rd. (For the original case related to this report, see case number: SO22-007239).

I made contact with the victim, Patrick Lejeune, at 517 John Amacker Rd. to process the scene of a burglary that occurred at that address. Patrick and I relocated to 615 John Amacker Rd. Upon our arrival, I observed the gate used to secure the driveway of the residence to be open and unsecured. Patrick stated that the gate was secured with a lock and chain. Patrick stated the last time he was at the residence was in October of 2021. Patrick and I drove onto the property and arrived at the residence. I observed the residence to be overgrown with trees and grass. Patrick stated that the residence has been unoccupied for a long period of time. Patrick stated that multiple items were missing from the residence. Patrick stated he would provide a list of the missing items at a later date when he goes through the residence. Patrick stated that there is a barn located in close proximity to the residence that once contained items that are now missing. I began processing the scene of the residence. I took photographs which will be attached to this report. The residence had the interior walls damaged due to wiring that had been removed and stolen. The interior of the residence was severely damaged. I attempted to lift latent fingerprints from the scene but was met with negative results. While inside the residence, I did not observe any shoe impressions. I exited the residence and did not observe any shoe or tire tread impressions leading to the scene. It is an undetermined time frame that this crime could have occurred. While documenting the scene, Patrick advised me that a vehicle had been stolen from the residence that was parked on the driveway. (see case number: SO22-007244). The residence had multiple doors unsecured. Patrick stated he does not know who could have burglarized the residence. There is no body cam footage in reference to this report.

SUPPLEMENTAL:

no entries.

ADMINISTRATION:

109

disposition	reviewed by	review date	cleared by	cleared date
Active	Gambrell, Jason	04-28-2022 04:40 pm GMT -6.00		-

Cover Page Printed: 07-27-2022 09:29 am GMT -6.00

RECEIVED
AUG 01 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

Pearl River County Sheriff's Department

110

Officer Incident Report for Incident # SO22-007239

Disposition: **ACTIVE**

Incident Date:	04-27-2022 03:16 pm	**Report Created:**	04-28-2022 07:16 am GMT -6.00
Incident Type:	BURGLARY - RESIDENCE (65)	**Reported By:**	Polizzi, Rony (US013G0S0000008D)
Origination:	CAD2INC	**Reporting Agency:**	Pearl River County Sheriff's Department
Current Status:	Open Report, Access Level 1	**Reported From:**	IP ADDR 152.36.128.36
Incident Location:	517 John Amacker Rd Poplarville, MS 39470-6249 US	**Jurisdiction:**	This Jurisdiction
Incident Lex #:	IN013THN00009KCU	**Assigned To:**	Messa, Randy (US013OG70000009R)
Case # / Status:	CA-22-070002 /	**Agency:**	Pearl River County Sheriff's Department

Jacket Notes: none.

INCIDENT DESCRIPTOR:

Created from CAD record on Thursday, April 28th, 2022

LOCATION:

Address:	517 John Amacker Rd Poplarville, MS 39470-6249 US	**Location Lex #:**	LO011NEJ00009L44
Latitude / Longitude:	30.7407 / -89.6627	**Units Entered:**	
Location Type:	Residence/Home (20)	**Forced Entry:**	No
Zone / Beat:	/	**Location Notes:**	

RECEIVED
AUG 01 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

INCIDENT OFFENSES:

111

off code	offense description	victim	offender	completed	use of force	auto weapon
220	Burglary/Breaking and Entering (220)	Lejeune, Patrick K	Unknown	Y	-	-

ARRESTS / ARREST OFFENSES:

name	party type	offense code	statute	description	off status

No arrests associated with this incident.

PARTIES:

name	party type	arrested	injured	description	DL #	SSN #	lex #
Lejeune, Patrick K	Victim	No	No	White, M, 200 lbs, 5' 09", 58 (at time of incident), DOB: 11-29-1963	800013712	435-25-2385	EP01DHNW00000A17
	9 SMITH HILL RD, COLUMBIA MS						
	504-343-3446 (home)						
Unknown	Unsub	No	No				

VEHICLES:

No vehicles specified.

RECEIVED
AUG 01 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

PROPERTY:

112

#	type	is evidence	description	serial number	estimated value	value of damages
1	Household Goods - beds, chairs, desks, sofas, tables, appliances, air-conditioning and heating equipment, etc. (16)	No	miscellaneous items		1.00	0.00

RECEIVED
AUG 0 1 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

NARRATIVE:

04-28-2022 08:54:11 (GMT -6.00) POLIZZI, RONY US013G0S0000008D

On 4-27-22 at approximately 1516 hours I, Corporal Rony Polizzi, was dispatched to 517 John Amacker Rd. Poplarville, MS 39470 in reference to a burglary of multiple residences. The crimes that occurred in this report occurred over a vast period of time. This case number will be in reference to the burglary of 517 John Amacker Rd.

Upon my arrival I made contact with the victim, Patrick Lejeune, who stated his residences were burglarized. The addresses for the residences are 517, 535, and 615 John Amacker Rd. Patrick stated the residences are not occupied at this time. Patrick stated the last time he saw the residence in good condition was in October of 2021. Patrick stated the residence at 517 has a gate that was locked at all times. I observed the gate Patrick referenced to be lying on the ground severely damaged. I took photographs of the gate and its damages. Patrick and I entered the property leading to 517 John Amacker Rd. Patrick and I arrived at the residence and I observed it to be overgrown with bushes and trees. I approached the front door of the residence and observed the door to be missing. The frame of the front door was damaged and had indications of forced entry. I began processing the scene. I observed the interior of the residence to be severely damaged. I observed the copper wiring to be removed from the walls. The walls in each room were severely damaged. Patrick stated that there were a numerous amount of items missing from the residence. Patrick stated that he will be able to provide a detailed list of items that were taken after he goes through the residence. Patrick stated that he also owned a Ford truck that was parked outside the residence that had been stolen. (see case number: SO22-007243 in reference to Auto Theft). I did not observe any shoe impressions within the residence nor on the exterior of the residence. I did not observe any tire impressions leading to the residence. I was met with negative results when I attempted to dust for fingerprints. After processing the scene of 517 John Amacker Rd. Patrick and I relocated to 615 John Amacker Rd. where a second burglary occurred related to this case. (see case number: SO22-007247 in reference to this address)

SUPPLEMENTAL:

no entries.

ADMINISTRATION:

113

disposition	reviewed by	review date	cleared by	cleared date
Active	Gambrell, Jason	04-28-2022 10:19 pm GMT -6.00		-

Cover Page Printed: 07-27-2022 09:16 am GMT -6.00

RECEIVED
AUG 01 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

114

Patrick K. Le Jeune

P.O. Box 24655

New Orleans, LA 70184

504-343-3446

RECEIVED
AUG 0 1 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

July 28, 2022

Pearl River County Tax Assessor/Collector and Board of Supervisors

Re: Appeal for ax assessment adjustment for the 2022 property tax for the following three addresses:

1. 517 John Amacker Road, Poplarville – PPIN 33132
2. 535 John Amacker Road, Poplarville – PPIN 10610
3. 615 John Amacker Road, Poplarville – PPIN 33681

Greetings,

Recently my wife and I met with Mr. Wesley Mitchel, whom inspected the properties listed above and established new assessment appraisal values. These values are established for the 2023 property tax and for the 2022 property tax upon approval. I am informed by the county tax assessor's office and the county property appraisers of the process to submit this request that the new assessment appraisal values be applied for the 2022 property tax.

We have buildings at each of the addresses listed above. Each building was severely damage by vandalism and theft which began late in the year of 2021. We were working out of state through the months of late 2021 and early 2022, and we were unaware of the burglary and vandalism. In April of this year, Detective Randy Messa of the Pearl River County Sheriff's Department informed us that we had been burglarized. As soon as possible, we met with Deputy Ronny Polozzi, whom was in contact with Detective Messa via phone, and together we inspected the properties and learned of the gross destruction. After viewing the buildings, we replaced the locks and chains on the gates. The following day we were required to depart to make another out of state work trip which we could not reschedule. Upon our return, we set up a meeting with Detective Messa to continue the crime report process. The cases remain open, and we were only recently able to access the reports that we are providing for your reference.

The criminals stole much property including vehicles, and terribly vandalized the buildings. They stole exterior entrance doors, removed garage doors, ripped copper wiring from the walls, tore out fixtures and tubs, removed marble counter tops and large wall mirrors, made huge holes in the walls and ceilings, stole several air conditioning condensing units and a large 45000 kw standby generator, and much more. Severe vandalism and damage were made to the structures and finishes. The Sheriff Deputies and Mr. Wesley took many photos and videos, and can attest to the extensive damage. The actual date of the damage is unknown. The extent of the damage, and the case that the vandalism

occurred in different buildings indicates that the destruction and deconstruction was a time-consuming event which happened over several weeks, if not through repeated assaults over a few months. Coast Electric bills show some unusual activity as early as November of 2021. It is our opinion that this crime began late last year and continued until early April when Detective Messa learned that we were burglarized and informed us. He commented that evidence and photos indicate that some damage appears to have had occurred quite some time ago.

This crime has come at great cost. The buildings are so severely vandalized and exposed to natural elements and weather that the interiors require full refinishing. The walls and roof remain intact. But wiring, lighting, bathroom fixtures, plumbing, hvac systems, flooring, and the like must be replaced.

We are horribly pained to have experienced such criminal destruction. Please allow the adjustment of the new assessment appraisal to be effective for the full year for the 2022 property tax.

Thank you for your assistance. We send our sincere appreciation.

Best regards,

Patrick Keith Le Jeune

RECEIVED
AUG 01 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

116

Pearl River County Sheriff's Department

Officer Incident Report for Incident # SO22-007247

Disposition: **ACTIVE**

Incident Date:	04-27-2022 04:31 pm	**Report Created:**	04-28-2022 07:16 am GMT -6.00
Incident Type:	BURGLARY - RESIDENCE (65)	**Reported By:**	Polizzi, Rony (US013G0S0000008D)
Origination:	CAD2INC	**Reporting Agency:**	Pearl River County Sheriff's Department
Current Status:	Open Report, Access Level 1	**Reported From:**	IP ADDR 152.36.128.36
Incident Location:	615 John Amacker Rd Poplarville, MS 39470-6247 US	**Jurisdiction:**	This Jurisdiction
Incident Lex #:	IN014UFV00009KD4	**Assigned To:**	Messa, Randy (US013OG70000009R)
Case # / Status:	CA-22-070002 /	**Agency:**	Pearl River County Sheriff's Department

Jacket Notes: Arrest

INCIDENT DESCRIPTOR:

Created from CAD record on Thursday, April 28th, 2022

LOCATION:

Address:	615 John Amacker Rd Poplarville, MS 39470-6247 US	**Location Lex #:**	LO013Q0100009L4E
		Units Entered:	
Latitude / Longitude:	30.7474 / -89.6587	**Forced Entry:**	No
Location Type:	Residence/Home (20)	**Location Notes:**	
Zone / Beat:	/		

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PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

117

INCIDENT OFFENSES:

off code	offense description	victim	offender	completed	use of force	auto weapon
220	Burglary/Breaking and Entering (220)	Lejeune, Patrick K		Y	-	-
220	Burglary/Breaking and Entering (220)	Lejeune, Patrick K		Y	-	-

ARRESTS / ARREST OFFENSES:

name	party type	offense code	statute	description	off status
	Suspect	220	n/a	Burglary/Breaking and Entering	Completed
	Suspect	BURC	97-17-33	BURGLARY-COMMERCIAL BLG.,CARS,ETC...	Completed
	Suspect	220	n/a	Burglary/Breaking and Entering	Completed
	Suspect	BURC	97-17-33	BURGLARY-COMMERCIAL BLG.,CARS,ETC...	Completed

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PARTIES:

118

name	party type	arrested	injured	description	DL #	SSN #	lex #
	Suspect	Yes	No	White, M, 160 lbs, 5' 11", 40 (at time of incident), DOB:			EP0161MK00000JJL
	365 John Amacker Rd., Poplarville MS 39470						
	504-252-5992 (mobile)						
Lejeune, Patrick K	Victim	No	No	White, M, 200 lbs, 5' 09", 58 (at time of incident), DOB: 11-29-1963	800013712	435-25-2385	EP01DHNW00000A17
	9 SMITH HILL RD, COLUMBIA MS						
	504-343-3446 (home)						
	Suspect	Yes	No	White, M, 200 lbs, 6' 0", 48 (at time of incident), DOB:			EP01CSI500002072
	MS 39470						
Unknown	Unsub	No	No				

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VEHICLES:

No vehicles specified.

PROPERTY:

119

#	type	is evidence	description	serial number	estimated value	value of damages
1	Household Goods - beds, chairs, desks, sofas, tables, appliances, air-conditioning and heating equipment, etc. (16)	No	miscellaneous household items		1.00	0.00

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GARY BEECH

NARRATIVE:

04-28-2022 10:20:00 (GMT -6.00) POLIZZI, RONY US013G0S0000008D

On 4-27-22 at approximately 1516 hours I, Corporal Rony Polizzi, was dispatched to 517 John Amacker Rd. Poplarville, MS 39470 in reference to a burglary of multiple residences. The crimes in reference to this report occurred at 615 John Amacker Rd. (For the original case related to this report, see case number: SO22-007239).

I made contact with the victim, Patrick Lejeune, at 517 John Amacker Rd. to process the scene of a burglary that occurred at that address. Patrick and I relocated to 615 John Amacker Rd. Upon our arrival, I observed the gate used to secure the driveway of the residence to be open and unsecured. Patrick stated that the gate was secured with a lock and chain. Patrick stated the last time he was at the residence was in October of 2021. Patrick and I drove onto the property and arrived at the residence. I observed the residence to be overgrown with trees and grass. Patrick stated that the residence has been unoccupied for a long period of time. Patrick stated that multiple items were missing from the residence. Patrick stated he would provide a list of the missing items at a later date when he goes through the residence. Patrick stated that there is a barn located in close proximity to the residence that once contained items that are now missing. I began processing the scene of the residence. I took photographs which will be attached to this report. The residence had the interior walls damaged due to wiring that had been removed and stolen. The interior of the residence was severely damaged. I attempted to lift latent fingerprints from the scene but was met with negative results. While inside the residence, I did not observe any shoe impressions. I exited the residence and did not observe any shoe or tire tread impressions leading to the scene. It is an undetermined time frame that this crime could have occurred. While documenting the scene, Patrick advised me that a vehicle had been stolen from the residence that was parked on the driveway. (see case number: SO22-007244). The residence had multiple doors unsecured. Patrick stated he does not know who could have burglarized the residence. There is no body cam footage in reference to this report.

SUPPLEMENTAL:

no entries.

ADMINISTRATION:

120

disposition	reviewed by	review date	cleared by	cleared date
Active	Gambrell, Jason	04-28-2022 04:40 pm GMT -6.00		-

Cover Page Printed: 07-27-2022 09:29 am GMT -6.00

RECEIVED
AUG 01 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

121

Pearl River County Sheriff's Department

Officer Incident Report for Incident # SO22-007239

Disposition: **ACTIVE**

Incident Date:	04-27-2022 03:16 pm	**Report Created:**	04-28-2022 07:16 am GMT -6.00
Incident Type:	BURGLARY - RESIDENCE (65)	**Reported By:**	Polizzi, Rony (US013G0S0000008D)
Origination:	CAD2INC	**Reporting Agency:**	Pearl River County Sheriff's Department
Current Status:	Open Report, Access Level 1		
Incident Location:	517 John Amacker Rd Poplarville, MS 39470-6249 US	**Reported From:**	IP ADDR 152.36.128.36
		Jurisdiction:	This Jurisdiction
Incident Lex #:	IN013THN00009KCU	**Assigned To:**	Messa, Randy (US013OG70000009R)
Case # / Status:	CA-22-070002 /	**Agency:**	Pearl River County Sheriff's Department

Jacket Notes: none.

INCIDENT DESCRIPTOR:

Created from CAD record on Thursday, April 28th, 2022

LOCATION:

Address:	517 John Amacker Rd Poplarville, MS 39470-6249 US	**Location Lex #:**	LO011NEJ00009L44
		Units Entered:	
Latitude / Longitude:	30.7407 / -89.6627	**Forced Entry:**	No
Location Type:	Residence/Home (20)	**Location Notes:**	
Zone / Beat:	/		

RECEIVED
AUG 0 1 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

122

INCIDENT OFFENSES:

off code	offense description	victim	offender	completed	use of force	auto weapon
220	Burglary/Breaking and Entering (220)	Lejeune, Patrick K	Unknown	Y	-	-

ARRESTS / ARREST OFFENSES:

name	party type	offense code	statute	description	off status

No arrests associated with this incident.

PARTIES:

name	party type	arrested	injured	description	DL #	SSN #	lex #
Lejeune, Patrick K	Victim	No	No	White, M, 200 lbs, 5' 09", 58 (at time of incident), DOB: 11-29-1963	800013712	435-25-2385	EP01DHNW00000A17
	9 SMITH HILL RD, COLUMBIA MS						
	504-343-3446 (home)						
Unknown	Unsub	No	No				

VEHICLES:

No vehicles specified.

RECEIVED
AUG 01 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

PROPERTY:

123

#	type	is evidence	description	serial number	estimated value	value of damages
1	Household Goods - beds, chairs, desks, sofas, tables, appliances, air-conditioning and heating equipment, etc. (16)	No	miscellaneous items		1.00	0.00

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PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

NARRATIVE:

04-28-2022 08:54:11 (GMT -6.00) POLIZZI, RONY US013G0S0000008D

On 4-27-22 at approximately 1516 hours I, Corporal Rony Polizzi, was dispatched to 517 John Amacker Rd. Poplarville, MS 39470 in reference to a burglary of multiple residences. The crimes that occurred in this report occurred over a vast period of time. This case number will be in reference to the burglary of 517 John Amacker Rd.

Upon my arrival I made contact with the victim, Patrick Lejeune, who stated his residences were burglarized. The addresses for the residences are 517, 535, and 615 John Amacker Rd. Patrick stated the residences are not occupied at this time. Patrick stated the last time he saw the residence in good condition was in October of 2021. Patrick stated the residence at 517 has a gate that was locked at all times. I observed the gate Patrick referenced to be lying on the ground severely damaged. I took photographs of the gate and its damages. Patrick and I entered the property leading to 517 John Amacker Rd. Patrick and I arrived at the residence and I observed it to be overgrown with bushes and trees. I approached the front door of the residence and observed the door to be missing. The frame of the front door was damaged and had indications of forced entry. I began processing the scene. I observed the interior of the residence to be severely damaged. I observed the copper wiring to be removed from the walls. The walls in each room were severely damaged. Patrick stated that there were a numerous amount of items missing from the residence. Patrick stated that he will be able to provide a detailed list of items that were taken after he goes through the residence. Patrick stated that he also owned a Ford truck that was parked outside the residence that had been stolen. (see case number: SO22-007243 in reference to Auto Theft). I did not observe any shoe impressions within the residence nor on the exterior of the residence. I did not observe any tire impressions leading to the residence. I was met with negative results when I attempted to dust for fingerprints. After processing the scene of 517 John Amacker Rd. Patrick and I relocated to 615 John Amacker Rd. where a second burglary occurred related to this case. (see case number: SO22-007247 in reference to this address)

SUPPLEMENTAL:

no entries.

ADMINISTRATION:

124

disposition	reviewed by	review date	cleared by	cleared date
Active	Gambrell, Jason	04-28-2022 10:19 pm GMT -6.00		-

Cover Page Printed: 07-27-2022 09:16 am GMT -6.00

RECEIVED
AUG 01 2022
PEARL RIVER CO. TAX ASSESSOR/COLLECTOR
GARY BEECH

ORDER TO APPROVE CONSENT AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Consent Agenda Items.

Upon motion made by Malcolm Perry and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Consent Agenda Items as listed with attachments:

A. Appoint Dalia McNeil as District Four Trustee of the Pearl River County Library System for 5 year term beginning October 1, 2022 and ending September 30, 2027

B. Circuit Clerk's personnel:
Christina Saucier Deputy Clerk Hire

C. Chancery Court Order of Compensation of Official Court Reporter for Kimme Roberts.

D. Approve Private Road Names: ELDORA LANE
KENDAL LANE
FIREFOX LANE

E. Adopt and execute Resolution concerning Pearl River County's Section 125 for Cafeteria Plan

F. Inventory Clerk's request to remove items from Sheriff's Department Inventory

G. Inventory Clerk's request to remove items from EOC's Inventory

H. Approve payment of the Capital One Card

I. President to execute Courthouse Renovations Project Change Order #2

J. President to execute Memorandum of Understanding with Pearl River Valley Opportunity on LIHEAP/CSBG Grant

(CONTINUED ON NEXT PAGE)

K. Approve Courthouse Renovations Project Pay Application #4 to Hanco Corporation in the amount of $99,465.00 and Invoice in the amount of $1,392.51 to Hanco Lewis Germany Architects, P.A.

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Jason Spence, and Sandy Kane Smith
Voting NAY: None
Absent: Hudson Holliday

Pearl River County Library System

900 Goodyear Boulevard

Picayune, Mississippi 39466

601-798-5081 or 5082

126

Pearl River County Board of Supervisors
Post Office Box 569
Poplarville, MS 39470

June 19, 2022

Dear Pearl River County Board of Supervisors:

I am writing today for two reasons. The first is to announce my retirement as Director of the library system at the end of June 2022. The Board of Trustees has formed a search committee, and it is hoped they will have a Library Director in place as soon as possible. Phyllis Gage has been appointed Interim Director. I have dedicated 24 years to library services for our community and have enjoyed all the people I have met along the way. Much has changed in the delivery of library services, much of it going electronic. I applaud the Board of Supervisors for stepping up to enable Pearl River County Library System to move into the 21st century. I hope and I trust that the next director will have the same support you have shown to me. Thank you for everything you do for library services in Pearl River County.

The second reason I am writing today is to inform you that Linda Tufaro, who is serving on the Board of Trustees for District 4, is due to end her term on the board September 30, 2022. Every year a trustee is appointed by a Supervisor to the Pearl River County Library System Board of Trustees. Trustees in good standing with the Library System may be reappointed if the Trustee agrees. Ms. Tufaro decided that she would not seek reappointment. Her health and care of her 96-year-old mother keeps her from serving as she would like.

On behalf of the Trustees of the Pearl River County Library System, I request that Jason Spence, who represents District 4 of Pearl River County, appoint a Trustee for the next 5-year term, beginning October 1, 2022 and ending September 30, 2027.

As a suggestion, Ms. Dalia McNeil, who lives in District 4, has indicated she would be happy to serve on the Board of Trustees for the next 5-year term. Ms. McNeil is a former employee of the library system and is very active in the Friends of Crosby Memorial Library. Her enthusiasm for public library service would make her an ideal fit for the Board of Trustees. Her contact information is below:

Dalia McNeil
29 Longbow Drive
Picayune, MS 39466
(601) 590-1595

If you have someone else in mind for the appointment, the Trustees stand ready to welcome him or her to the Library System Board of Trustees.

Thank you for your timely consideration and help in this matter. Please contact Phyllis Gage at the above address or pgage@pearlriver.lib.ms.us to let us know what you have decided.

Sincerely,

Carol B Phares

Carol B. Phares
Director

127

NANCE FITZPATRICK STOKES

PEARL RIVER COUNTY CIRCUIT CLERK

Post Office Box 530, Poplarville, MS 39470-0530

(601) 403-2328 · Fax (601) 403-2327

nstokes@pearlrivercounty.net

July 27, 2022

Pearl River County Board of Supervisors
Post Office Box 569
Poplarville, Mississippi 39470

Re: Christina Saucier

Gentlemen:

Effective August 15, 2022, Christina Saucier will be employed as a Deputy Clerk in the Circuit Clerk's Office.

If you have any questions, please do not hesitate to call.

Thank you for your consideration in this regard.

Sincerely,

Nance F Stokes

Nance Fitzpatrick Stokes
Circuit Clerk

/ns

CHANCERY COURT

TENTH CHANCERY COURT DISTRICT OF MISSISSIPPI
(Forrest, Lamar, Marion, Pearl River & Perry Counties)

RHEA H. SHELDON
Chancellor - Place 2
P.O. Box 1977
Hattiesburg, MS 39403-1977
(601) 545-6079

July 11, 2022

Pearl River County Board of Supervisors
Post Office Box 569
Poplarville, MS 39470

Dear Sirs:

Please find attached a copy of the Order of Compensation of Official Court Reporter for Kimme Roberts. Ms. Roberts has officially been a court reporter for more than five years and as per the statute is entitled to a raise. The raise is set to take effect October 1, 2022, for each County to adjust the budgets for the upcoming fiscal year to reflect the stated raise. Please confirm in writing as to whether your county is agreeable to pay the additional amount requested for Ms. Roberts.

Thank you for your time and consideration to this matter.

Sincerely,

Rhea Sheldon

Rhea H. Sheldon

IN THE TENTH CHANCERY COURT DISTRICT
FORREST, LAMAR, MARION, PEARL RIVER AND PERRY COUNTIES
FOR THE STATE OF MISSISSIPPI

Order of Compensation of Official Court Reporter

There having come on for consideration the matter of the appointment of an Official Court Reporter for the Tenth Chancery Court District, it is hereby ordered by the undersigned that, pursuant to *Miss. Code Ann.* § 9-13-1 (Rev. 2014), Kimme Roberts was appointed on January 27th, 2021, as an Official Court Reporter for the District for a term of two years, effective January 1, 2021. The Court finds that the Ms. Roberts has been employed as a Court Reporter for more than five years and thus is entitled to be compensated due to the statutory pay scale. Thus, the annual salary for said Official Court Reporter is hereby set at $43,500.00 and prorated among the counties in the District pursuant to *Miss. Code Ann.* § 9-13-19 (Supp. 2018) as follows:

County	Percentage
Forrest	30.00%
Pearl River	22.00%
Lamar	22.00%
Marion	16.00%
Perry	10.00%

Furthermore, the Board of Supervisors in the following counties have approved to pay the Official Court Reporter their share of the applicable increase authorized by Miss. Code Ann. § 9-13-19 (Supp. 2018), for a total increase of $13,500.00

County	Percentage
Forrest	30%
Pearl River	22%
Lamar	22%
Marion	16%

As a result, the total salary, effective October 1, 2022, will be $57,000.00, plus benefits.

Said Salary shall remain in effect until further Order of this Court.

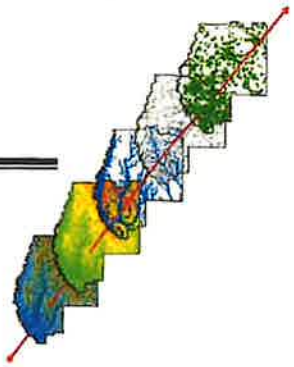
SO ORDERED this the 30th day of June, 2022.

RHEA H. SHELDON, CHANCELLOR

FILED
MARION COUNTY
JUL 12 2022
ELISHA P. MOREE, CHANCERY CLERK
BY_____ D.C.

This is a true and correct copy this the 12 day of July 2022
ELISHA P. MOREE
MARION COUNTY CHANCERY CLERK
By: Mitzi Quinn DC

PEARL RIVER COUNTY
DEPARTMENT OF PLANNING & DEVELOPMENT
E-911 ADDRESSING DIVISION



TO: Sandy Kane Smith (President) and Board of Supervisors

FROM: Carolyn Nelson

SUBJECT: **Private Road Name – Eldora Lane**

DATE: April 27, 2022

Dear Honorable Board of Supervisors,

This office is presenting a request on behalf of the residents, to name a private drive. The new private road name will be **Eldora Lane** and will be coming off **Spencewood Lane** at approximately address range **138.** This lane is located in **District 3.**

A signed petition has been obtained from all property owners, who have adjoining land to the road. The signed petition(s) and map(s) – which reflect the road location, are attached.

The private drive will remain private and will never be brought into the county road maintenance program. The landowners will be responsible for the maintenance of the private drive and will install a road sign in agreeance with the Pearl River County E-911 Ordinance.

Thank you,

Carolyn Nelson

Enclosure(s): signature page(s) with map(s)

131

PEARL RIVER COUNTY PETITION OF PROPERTY OWNER(S)

TO NAME PRIVATE ROAD

Date: **5/9/22**

This petition must be signed by all the property owner(s) whose property adjoins the new private road.

The road name cannot be more than FIFTEEN (15) characters, including spaces. No special characters, such as, hyphens or apostrophes can be used. Once the road name has been approved, THE PROPERTY OWNERS ARE RESPONSIBLE FOR PURCHASING AND ERECTING A ROAD NAME SIGN within 30 days in accordance with the Pearl River County Enhanced 911 Ordinance. Once road sign has been erected, the new addresses will be issued. The signs shall be blue with at least 3" white reflective letters. Non-Compliance may result in a $50.00 fine per property owner, I(we), the property owner(s) request the following private road name:

Eldora Ln

I(we) understand the reason for this request is to improve the emergency response to my (our) residence(s) and that my (our) current address(es) will change. I(we) understand that this is a private road and will not be maintained by Pearl River County.

5161110000000100/5161020000000102 out of
Tax Map Parcel Number

Signature

Paul Louis McCranie III 601 347 7562
Print Name Phone No.

108 Spencewood Ln Lt C
Address

5161110000000100/5161020000000102 out of
Tax Map Parcel Number

Signature

Darby Reece McCranie 601 337 1721
Print Name Phone No.

108 Spencewood Ln Lt B
Address

5161110000000100/5161020000000102 out of
Tax Map Parcel Number

Signature

Christopher N & Melinda Lumpkin 601 799 6939
Print Name Phone No.

104 Jolly Roger Point
Address
Carriere, MS. 39426

5161110000000100 out of
Tax Map Parcel Number

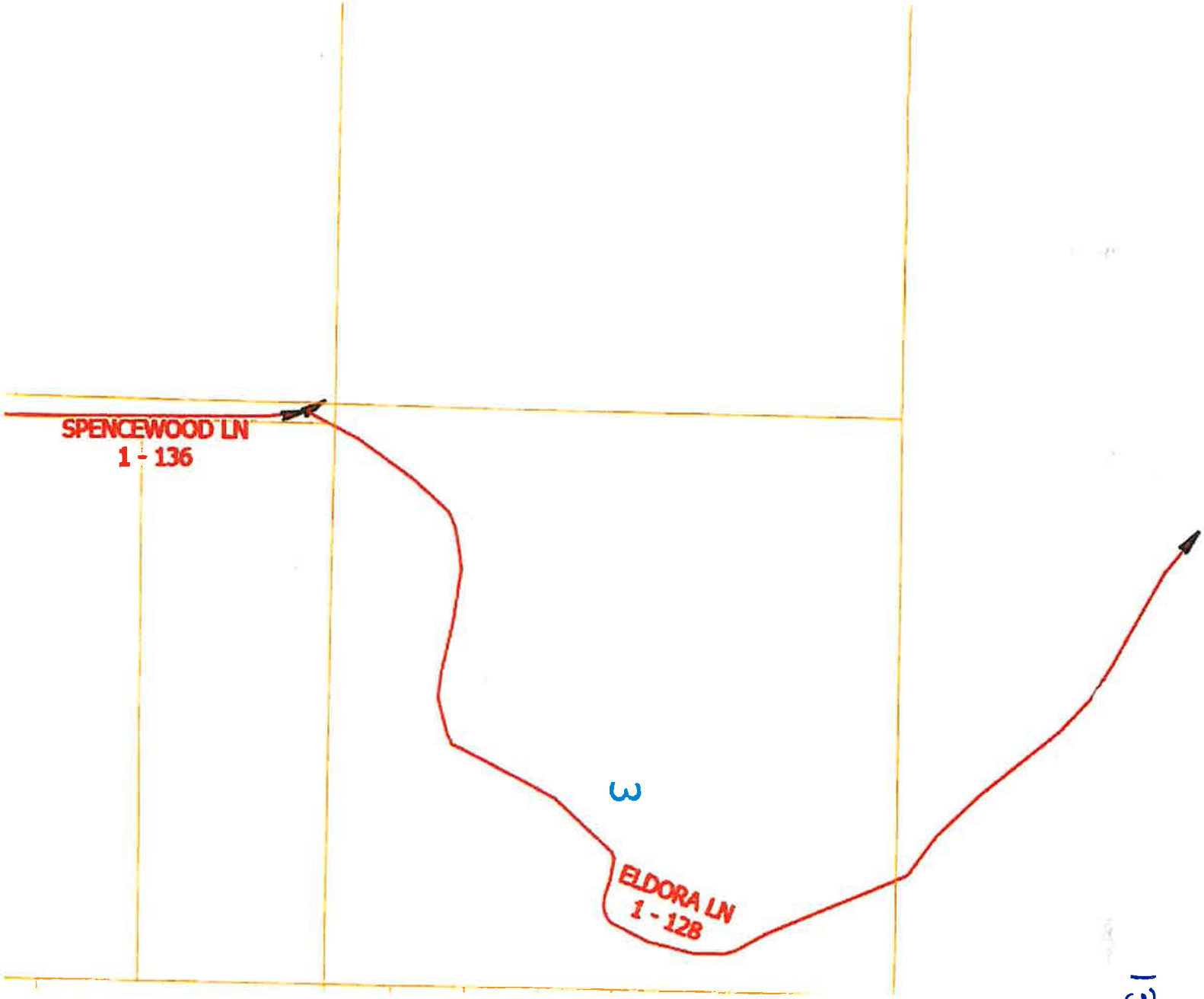
Signature 7-13-22

Adam & Michelle Davis 636 262 9580
Print Name Phone No.

108 Spencewood Ln
Address
Carriere, MS 39426

The Pearl River County E-911 Addressing Office has verified each property owner(s) signature(s) regarding this matter.

July 26, 2022


SPENCEWOOD LN
1 - 136
3
ELDORA LN
1 - 128

ELDORA LN
1 - 128
3
SHENEWOOD LN
1 - 135

PEARL RIVER COUNTY
DEPARTMENT OF PLANNING & DEVELOPMENT
E-911 ADDRESSING DIVISION

TO: Sandy Kane Smith (President) and Board of Supervisors

FROM: Carolyn Nelson

SUBJECT: **Private Road Name – KENDAL LANE and FIREFOX LANE**

DATE: July 19, 2022

Dear Honorable Board of Supervisors,

This office is presenting a request on behalf of the residents, to name two private drives. The new private road names will be **KENDAL LANE** and **FIREFOX LANE** and will be coming off **JESSE WELLS RD** at approximately address range **168.** These two private roads are located in **District 3.**

A signed petition has been obtained from all property owners, who have adjoining land to the road. The signed petition(s) and map(s) – which reflect the road location, are attached.

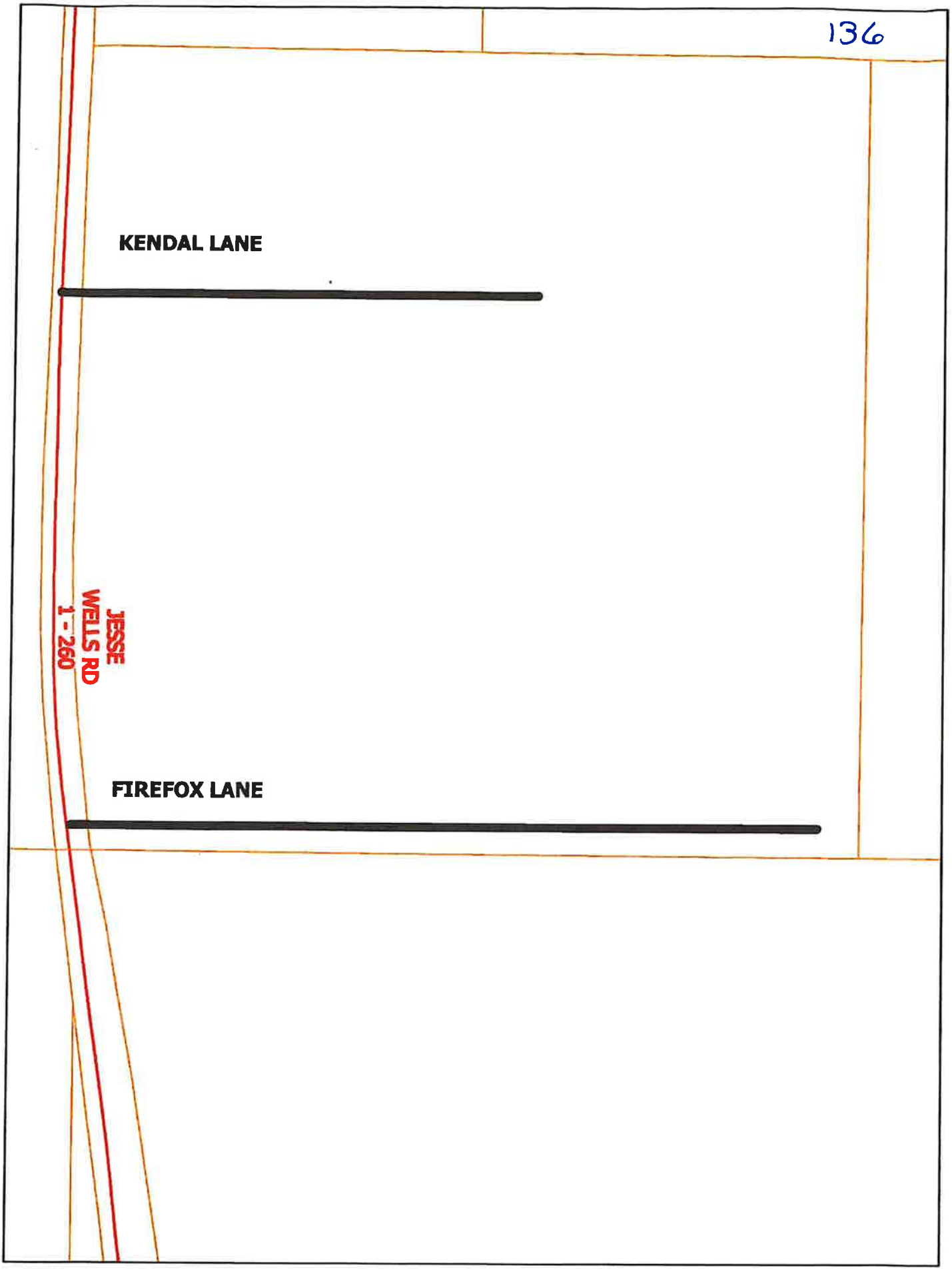
The private drives will remain private and will never be brought into the county road maintenance program. The landowners will be responsible for the maintenance of the private drive and will install a road sign in agreeance with the Pearl River County E-911 Ordinance.

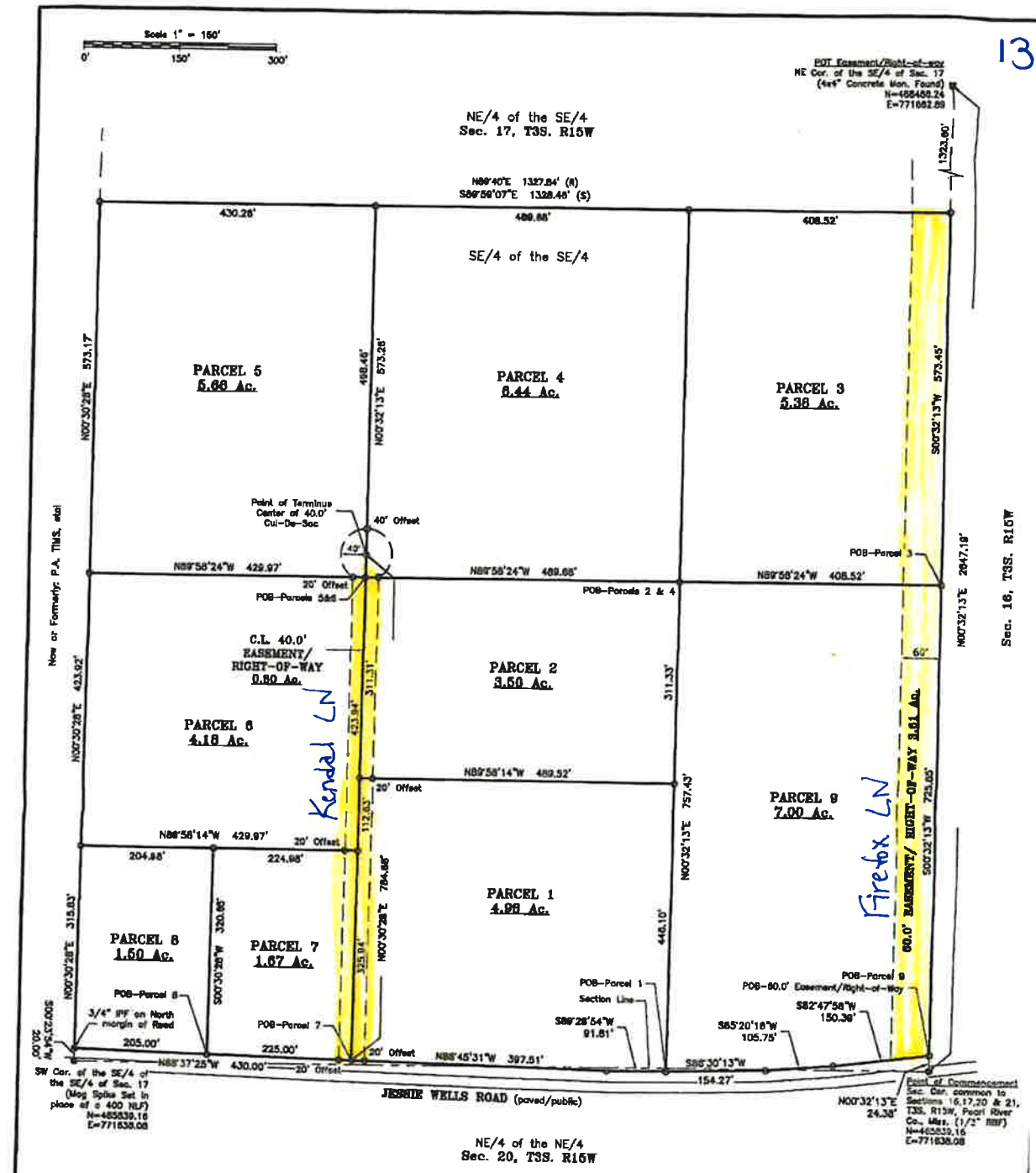
Thank you,

Carolyn Nelson

Enclosure(s): signature page(s) with map

KENDAL LANE
JESSE WELLS RD
1 - 260
FIREFOX LANE


KENDAL LANE
JESSE WELLS RD
1 - 260
FIREFOX LANE



GENERAL NOTES:
This survey was performed without the benefit of a current title report and should not be used as one. Therefore, all recorded and unrecorded right-of-ways and/or easements may not be shown hereon.

The Basis of Bearings is the Mississippi State Plane Coordinate System, NAD 83, MS East Zone. State Plane Coordinates were determined by GPS observations utilizing OCOC's Real Time Network, (NAD83 (2011), epoch 2010.00

Convergence Angle: -00°20'47"
Combined Scale Factor: 1.000001785

No above/below grade utilities were located in this survey. A MS 811 "one call" is recommended before you dig.

REFERENCE MATERIAL:
Deed Book 601 Page 170
Deed Book 601 Page 165
GLO Township Plat

LEGEND
POB= Point of Beginning
POT= Point of Terminus
● RBSC= Rebar Set w/Cap (PLS# 25125)
RBF= Rebar Found
NLF= Nail Found
○ = Corner not Set or Found
(S)=As Per Survey
(R)=As Per Record

SEE SHEET 2 FOR LEGAL DESCRIPTIONS

MISS. GRID

SHEET 1 OF 2

PLAT OF BOUNDARY SURVEY FOR:

HUDSON HOLLIDAY

SECTIONS 17 & 20, TOWNSHIP 3 SOUTH, RANGE 15 WEST, PEARL RIVER COUNTY, MISS.

BASIS OF BEARINGS: MISS. SPCS, NAD83, MS EAST ZONE.	
FIELD WORK: MAR. 14, 2022	SURVEY CLASS: "C"
DRAWING DATE: MAY 18, 2022	SCALE: 1"= 150'
DRAWING NO: 1430-22_2	FIELD CREW: CHC,CHC
	DRAWN BY: CHC

SURVEYOR'S CERTIFICATION
I CERTIFY THAT THIS BOUNDARY SURVEY, REFURBISHMENT, MONUMENTATION, AND RECORD THEREOF WAS MADE BY ME OR MY ASSISTANTS UNDER MY SUPERVISORY DIRECTION AND THAT THE SAME IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CHAD H. CUTRER, PLS 25125

CHAD H. CUTRER
LICENSED PROFESSIONAL SURVEYOR
PS-25125
STATE OF MISSISSIPPI

CUTRER LAND SURVEYING, LLC
LICENSED IN MISSISSIPPI & LOUISIANA
77 H C LOWE ROAD, POPLARVILLE, MS | 601.746.5183
WWW.CUTRERLANDSURVEYING.COM

PEARL RIVER COUNTY PETITION OF PROPERTY OWNER(S) 138

TO NAME PRIVATE ROAD

Date: **7/19/22**

This petition must be signed by all the property owner(s) whose property adjoins the new private road.

The road name cannot be more than FIFTEEN (15) characters, including spaces. No special characters, such as, hyphens or apostrophes can be used. Once the road name has been approved, THE PROPERTY OWNERS ARE RESPONSIBLE FOR PURCHASING AND ERECTING A ROAD NAME SIGN within 30 days in accordance with the Pearl River County Enhanced 911 Ordinance. Once road sign has been erected, the new addresses will be issued. The signs shall be blue with at least 3" white reflective letters. Non-Compliance may result in a $50.00 fine per property owner, I(we), the property owner(s) request the following private road name:

FIREFOX LANE

I(we) understand the reason for this request is to improve the emergency response to my (our) residence(s) and that my (our) current address(es) will change. I(we) understand that this is a private road and will not be maintained by Pearl River County.

3154170000000600 Tax Map Parcel Number	Tax Map Parcel Number
Signature	Signature
Hudson Holliday 601 795 4327 Print Name Phone No.	Print Name Phone No.
478 Cowart Holiday RD Address	Address
Tax Map Parcel Number	Tax Map Parcel Number
Signature	Signature
Print Name Phone No.	Print Name Phone No.
Address	Address

The Pearl River County E-911 Addressing Office has verified each property owner(s) signature(s) regarding this matter.

Signature

7/19/22
Date

PEARL RIVER COUNTY PETITION OF PROPERTY OWNER(S) TO NAME PRIVATE ROAD

Date: 6/21/2022

This petition must be signed by all the property owner(s) whose property adjoins the new private road.

The road name cannot be more than FIFTEEN (15) characters, including spaces. No special characters, such as, hyphens or apostrophes can be used. Once the road name has been approved, THE PROPERTY OWNERS ARE RESPONSIBLE FOR PURCHASING AND ERECTING A ROAD NAME SIGN within 30 days in accordance with the Pearl River County Enhanced 911 Ordinance. Once road sign has been erected, the new addresses will be issued. The signs shall be blue with at least 3" white reflective letters. Non-Compliance may result in a $50.00 fine per property owner, I(we), the property owner(s) request the following private road name:

KENDAL LANE

I(we) understand the reason for this request is to improve the emergency response to my (our) residence(s) and that my (our) current address(es) will change. I(we) understand that this is a private road and will not be maintained by Pearl River County.

Signature	Signature
Charles & Lena Billiott	Richard and Jennifer Irvin
Print Name	Print Name
272 Louise Lane Houma, LA — 985 709 5143	265 H Burge Rd Poplarville MS — 985 788 1030
Address — Phone No.	Address — Phone No.
4 acres out of 3154170000000600	1.67 acres out of 3154170000000600
Tax Map Parcel Number	Tax Map Parcel Number
Signature	Signature
Shannon Cutright + Nathan Whitehead	Hudson Holliday
Print Name	Print Name
14 Herb Gentry RD Apt A — 608-718-1448	478 Cowart Holiday RD — 795-4327
Address — Phone No.	Address — Phone No.
3154170000000600 (5.38 acres)	315447 0000000600
Tax Map Parcel Number	Tax Map Parcel Number

The Pearl River County E-911 Addressing Office has verified each property owner(s) signature(s) regarding this matter.

Signature

7/19/22
Date

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice President, District Two
DONALD HART
District One

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

140

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

August 1, 2022

Board of Supervisors

Please adopt the attached resolution concerning Pearl River County's Section 125 Plan and authorize the President to sign the resolution. Documents are attached for review. This is required for our Cafeteria Plan, and we have to have an administrator approved by the State Auditor's office.

Thank you,

Adrain

Adoption Agreement (2022)

For Pearl River County Board of Supervisors
Section 125 Premium Only Plan

The undersigned Employer amends the Premium Only Plan for those Employees who shall qualify as Participants hereunder. It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

1. **Name of Employer: Pearl River County Board of Supervisors**
2. **Effective Date:** This Amended Premium Only Plan shall be effective as of **October 1, 2022.**
3. **Effective Date of Original Plan:** This Premium Only Plan was originally effective October 1, 2011.
4. **Plan Year:** The Amended plan year begins on **October 1, 2022** and ends on **September 30, 2023**. Future plan years will be based on the same twelve-month period beginning each **October 1** and ending each **September 30**.
5. **Plan number:** 520
6. **Employer's Principal Office:** This Premium Only Plan shall be governed under the laws of the:
   a. (X) State of Mississippi
   b. ( ) Commonwealth of
7. **Benefits:** All the benefits listed below are included in this plan whether or not you currently offer them:

- **Health Insurance and Voluntary Plans.** Premiums that are payroll deducted on a pre-tax basis may include low-deductible or high-deductible medical insurance, dental insurance, vision care, critical illness insurance, accidental death/dismemberment (ADD) insurance, hospital indemnity and/or cancer insurance. Individually-owned insurance policy premiums may not be paid with pre-tax dollars through the Premium Only Plan.
- **Group-Term Life Insurance up to $50,000.** The $50,000 limit must include any employer-provided group-term life insurance coverage. For example, if the employer provides $20,000 of group-term life insurance for employees, then participants in the POP can payroll deduct premiums on a pre-tax basis for up to $30,000 of additional coverage. However, employees may not pay premiums that cover spouses or dependents on a pre-tax basis, even if the amount is de minimis.
- **Disability Plan.** Short-term and long-term disability policies. If payroll deducted on a pre-tax basis, any future benefits received will be taxable to the employee.
- **Health Savings Account (HSA).** Allows employees to make contributions by pre-tax payroll deduction to their individually-owned HSA. Employers may also make contributions to the employee's HSA plan on each employee's behalf, in the manner set forth in the Plan.

by _____
Pearl River County Board of Supervisors

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AFFILIATES:
NONE

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Plan Document

As Amended and Restated for 2022
For Pearl River County Board of Supervisors
Section 125 Premium Only Plan

Introduction	
Article I	Definitions
Article II	Participation
Article III	Contributions to the Plan
Article IV	Benefits
Article V	Participant Elections
Article VI	Health Savings Account Program
Article VII	Administration
Article VIII	Amendment or Termination of Plan
Article IX	Miscellaneous

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Introduction

The Employer has adopted this Plan to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their dependents and beneficiaries. The concept of this plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires, and needs.

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be includable or excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended. The Plan is also intended to meet any applicable state mandates that may otherwise apply to the Employer as an employer of Employees who are eligible to participate in a "premium only plan" sponsored by the Employer, as applicable.

Article I — Definitions

1.1 "Administrator" means the individual(s) or corporation appointed by the Employer to carry out the administration of the Plan. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the plan. In the event the Administrator has not been appointed, or resigns from a prior appointment, the Employer shall be deemed to be the Administrator.

1.2 "Affiliated Employer" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 "Benefit" means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 "Cafeteria Plan Benefit Dollars" means the amount available to Participants, pursuant to Article III, to purchase Benefits. Each dollar contributed to this Plan shall be converted to one Cafeteria Plan Benefit Dollar.

1.5 "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time, and which shall also include any governing regulations or applicable guidance thereunder.

1.6 "Compensation" means the total cash remuneration received by the Participant from the Employer during a Plan Year prior to any reductions pursuant to a Salary Redirection Agreement authorized hereunder.

1.7 "Dependent" means any individual who is defined under an Insurance Contract or who is a Qualifying Child or Participant's child (within the meaning of Code Section 152(f)(1) who has not attained age 27 as of the end of the taxable year or Qualifying Relative who qualifies as a dependent under an Insurance Contract or under Code Section 152 (as modified by Code Section 105(b)), as applicable.

Certain provisions of "Michelle's Law" in which the requirement that a Dependent child have a full-time status in order to extend coverage past a stated age will generally not apply if the child's failure to maintain full-time status is due to a medically necessary leave of absence or other change in enrollment (such as reduction of hours).

Notwithstanding anything in the Plan to the contrary, the Plan will comply with Michelle's Law.

1.8 "Effective Date" means the effective date as specified in Item 2 of the Adoption Agreement.

1.9 "Election Period" means the period immediately preceding the beginning of each Plan Year established by the Administrator for the election of Benefits and Salary Redirections, such period to be applied on

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a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 "Eligible Employee" means any Employee who has satisfied the provisions of Section 2.1. However, 2% shareholders as defined under Code Section 1372(b) and self-employed individuals as defined under Code Section 401(c) shall not be eligible to participate in this Plan.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 "Employee" means any person who is employed by the Employer, but for all portions of the Plan other than provisions relating to the Health Savings Account Program, generally excludes any person who is employed as an independent contractor or any person who is considered self-employed under Code Section 401(c), as well as a greater than two percent (2%) shareholder in a Subchapter S corporation, a partner in a partnership or an owner or member of a limited liability company that elects partnership status on its tax return. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 "Employer" means the Corporation or any such entity specified in Item 1 of the Adoption Agreement, and any Affiliated Employer (as defined in Section 1.2), which shall adopt this plan; and any successor, which shall maintain this Plan; and any predecessor, which has maintained this Plan.

1.13 "Health Savings Account" means an account established in accordance with Code Section 223(d) to which part of any Eligible Employee's Cafeteria Plan Benefit Dollars may be allocated.

1.14 "Highly Compensated Employee" means, for the purposes of determining discrimination, an Employee described in Code Section 125 and the Treasury Regulations thereunder.

1.15 "HSA Trustee" means the designated Trustee (as defined under Code Section 223(d)(1)(B) of any Trust established for qualifying account beneficiaries who elect to establish a Health Savings Account.

1.16 "Insurance Contract" means any contract issued by an Insurer underwriting a Benefit.

1.17 "Insurance Premium Payment Plan" means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.18 "Insurer" means any insurance company that underwrites a Benefit under this Plan.

1.19 "Key Employee" means an employee defined in Code Section 416(i)(1) and the Treasury regulations there under.

1.20 "Participant" means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.21 "Plan" means this instrument, including all amendments thereto.

1.22 "Plan Year" means the 12-month period beginning and ending on the dates specified in the Adoption Agreement. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.23 "Premium Expenses" or "Premiums" mean the Participant's cost for the insured Benefits described in Section 4.1.

1.24 "Qualifying Child" means an individual who, unless otherwise described under Code Section 152(b):

- Is a child (as defined under Code Section 152(f)(1)), or descendant of such child, or a brother, sister, stepbrother, stepsister, father, mother or any of their ancestors, or any other relative as

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described under Code Section 152(d)(2), including an individual who has the same principal residence as the Employee and who is a member of the Employee's household;

- Who has the same principal residence, if allowed under local law, as the Employee for more than one-half of the current taxable year;
- Is younger than the taxpayer claiming such individual as a qualifying child, and is under the age of 19 as of the end of the Plan Year in which the Employee was eligible under this Plan, or is under the age of 24 when covered as a full time student (as defined under Code Section 152(f)(2)), after consideration of Code Section 152(c)(3) as applicable;
- Has not provided over one-half of his or her own support during the current Plan Year; and
- Who has not filed a joint return (other than only for a claim of refund) with the individual's spouse under section 6013 for the taxable year beginning in the calendar year in which the taxable year of the taxpayer begins; or
- Is a child (within the meaning of Code Section 152(f)(1) who has not attained age 27 as of the end of the taxable year.

Notwithstanding anything in the Plan to the contrary, the Plan will comply with Michelle's Law.

1.25 "Qualifying Relative" means an individual who, unless otherwise described under Code Section 152(d) or (e):

- Is a child (as defined under Code Section 152(f)(1)), or descendant of such child, or a brother, sister, stepbrother, stepsister, father, mother or any of their ancestors, or any other relative as described under Code Section 152(d)(2), including an individual who has the same principal residence as the Employee and who is a member of the Employee's household;
- Has (with the exception of certain handicapped dependents described under Code Section 152(d)(4)) gross income for the Plan Year that is less than the allowable income exemption amount (as defined under Code Section 151(d) for that taxable year;
- For whom the Employee provides over one-half of the individual's support for that calendar year; and
- Is not an otherwise Qualifying Child of the Employee for any portion of the Plan Year.

1.26 "Regulations" means either temporary, proposed or final regulations, as applicable, issued from the Department of Treasury, as well as any further related guidance or interpretations issued as applicable.

1.27 "Salary Redirection" means the contributions made by the Employer on behalf of Participants pursuant to Section 3.1. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.28 "Salary Redirection Agreement" means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.29 "Spouse" means the legally married husband or wife of a Participant in accordance with applicable state and federal law, unless legally separated by court decree or otherwise specified by the Insurance Contract.

1.30 "Uniformed Services" means the Armed Forces, the Army National Guard, and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President of the United States in time of war or emergency.

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All other defined terms in this Plan shall have the meanings specified in the various Articles of the Plan in which they appear.

Article II — Participation

2.1 Eligibility

As to each Benefit provided hereunder, any Eligible Employee shall be eligible to participate as of the date he satisfies the eligibility conditions set forth in the policy or plan providing such Benefit, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 Effective Date of Participation

(a) An Eligible Employee shall become a Participant effective as of the later of the date on which he satisfies the requirements of Section 2.1 or the Effective Date of this Plan.

(b) If an Eligible Employee terminates employment after commencing participation in the Plan, except as otherwise provided in the applicable policy or plan providing a Benefit, such terminated Participants who are rehired within 30 days or less of the date of termination of employment shall not be considered a newly eligible employee and will be reinstated with the same election(s) such individual had before termination. If a terminated Participant is rehired more than 30 days following termination of employment and is otherwise eligible to participate in the Plan, the individual shall be treated as a newly Eligible Employee and may make a new election under procedures otherwise set forth within this section or Section 5.1 below as applicable.

2.3 Application to Participate

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate and election of benefits form, which the Administrator shall furnish to the Employee. The election made on such form shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to execute a Salary Redirection Agreement, to elect to reduce salary to pay for allowable Benefits, during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2. A failure to execute a Salary Redirection Agreement shall constitute an election by the Eligible Employee to receive his or her full salary or other compensation in lieu of Benefits available hereunder.

2.4 Termination of Participation

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

(a) His termination of employment, subject to the provisions of Section 2.5;

(b) His death; or

(c) The termination of this Plan, subject to the provisions of Section 8.2.

2.5 Termination of Employment

If a Participant terminates employment with the Employer for any reason other than death, his participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid or any other ability to continue participation in a Health Savings Account pursuant to Code Section 223.

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When an employee ceases to be a participant, the cafeteria plan must pay the former participant any amount the former participant previously paid for coverage or benefits to the extent the previously paid amount relates to the period from the date the employee ceases to be a participant through the end of that plan year.

Article III — Contributions to the Plan

3.1 Salary Redirection

Benefits under the Plan shall be financed by Salary Redirections sufficient to support Benefits that a Participant has elected hereunder and to pay the Participant's Premium Expenses. The salary administration program of the Employer shall be revised to allow each Participant to agree to reduce his pay during a Plan Year by an amount determined necessary to purchase the elected Benefit. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election and/or Salary Redirection Agreement with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.2 Application of Contributions

As soon as reasonably practical after each payroll period, the Employer shall apply the Salary Redirection to provide the Benefits elected by the affected Participants. Any contributions made or withheld from an Employee's compensation, pursuant to the Employee's signed Salary Redirection Agreement for the Health Savings Account shall be credited to such account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.3 Periodic Contributions

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. In the event Salary Redirections are not made on a pro rate basis, upon termination of participation, a Participant may be entitled to a refund of such Salary Redirections pursuant to Section 2.5.

Article IV — Benefits

4.1 Benefit Options

Each Participant may elect to have his full compensation paid to him in cash or elect to have the amount of his Cafeteria Plan Benefit Dollars applied to any one or more of the optional Benefits or any other group-insured or self-funded Benefit permitted under Code Section 125, including Marketplace/State Exchanges Small Business Health Options Program (SHOP Exchange) or federally facilitated Small Business Health Options Program (FF SHOP), which is offered by the Employer as set forth in the Adoption Agreement. If selected as an available Benefit Option under the Employer's Adoption Agreement, each Eligible Individual may elect coverage under the Health Savings Account Program option, in which case Article VI shall apply.

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The employer may select suitable health and hospitalization Insurance Contracts for use in providing health benefits, which policies will provide uniform benefits for all Participants electing this Benefit.

4.2 Description of Benefits

Each Eligible Employee may elect to have the Administrator pay those contributions that the Employee is required to make to the Benefit options described under Section 4.1 as a condition for the Employee and his Dependents to participate in those Benefit options.

4.3 Nondiscrimination Requirements

(a) It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125 or applicable Regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

Article V — Participant Elections

5.1 Initial Elections

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so before his effective date of participation pursuant to Section 2.2 or for a newly Eligible Employee, no more than 30 days after their date of hire. For any such newly Eligible Employee, if coverage is effective as of the date of hire pursuant to Section 2.1 above, such Employee shall be eligible to participate retroactively as of their date of hire. Newly Eligible Employee Election amounts will be collected on the first pay period on or after his or her election was received. However, if such Employee does not complete an application to participate and benefit election form and deliver it to the Administrator before such date, his Election Period shall extend 30 calendar days after such date, or for such further period as the Administrator shall determine and apply on a uniform and nondiscriminatory basis. However, any election during the extended 30-day election period pursuant to this Section 5.1 shall not be effective until the first pay period following the later of such Participant's effective date of participation pursuant to Section 2.2 or the date of the receipt of the election form by the Administrator, and shall be limited to the Benefit expenses incurred for the balance of the Plan Year for which the election is made. Any failure to elect the Benefits set forth herein shall constitute an Employee's election not to participate in the Plan during that Plan Year until a valid Election is otherwise made in the manner set forth herein.

5.2 Subsequent Annual Elections

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select and purchase with his Cafeteria Plan Benefit Dollars. Any such election shall be effective for any Benefit expenses incurred during the Plan Year, which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

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(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 Failure to Elect

Any Participant failing to complete a new election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for such subsequent Plan Year for such Benefits.

5.4 Change of Elections

(a) Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a spouse, the death of a spouse or dependent, or a dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such an event. In addition, if the Participant, spouse or dependent gains or loses eligibility for coverage under a family member plan as a result of a change in marital status or a change in employment status, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's spouse, or dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

(1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a spouse, legal separation or annulment;

(2) Number of Dependents: Events that change a Participant's number of dependents, including birth, adoption, placement for adoption, or death of a dependent;

(3) Employment Status: Any of the following events that change the employment status of the Participant, spouse, or dependent: termination or commencement of employment, a strike or lockout, commencement or returns from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, spouse, or dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;

(4) Dependent satisfies or ceases to satisfy the eligibility requirements: an event that causes the Participant's dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and

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(5) Residency: A change in the place of residence of the Participant, spouse or dependent.

(b) Notwithstanding subsection (a), Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f) pertaining to HIPAA special enrollment rights or the Family and Medical Leave Act.

A Participant may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants).

Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) Notwithstanding subsection (a), in the event of a judgment, decree, or order ("order") resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order defined in ERISA Section 609) which requires accident or health coverage for a Participant's child (including a foster child who is a dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) Notwithstanding subsection (a), Participants may change elections to cancel accident or health coverage for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's spouse or dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) Notwithstanding subsection (a), Participants may make a prospective election change to add group health coverage for the Participant or the Participant's spouse or dependent if the Participant or the Participant's spouse or dependent, if such individual(s) lose coverage under any group health coverage sponsored by a governmental or educational institution, including (but not limited to) the following: a state children's health insurance program (SCHIP") under Title XXI of the Social Security Act; a medical care program of an Indian Tribal government (as defined in Code Section 7701 (a) (40)), the Indian Health Service, or a tribal organization; a state health benefits risk pool; or a foreign government group health plan, subject to the terms and limitations of the applicable benefit package option(s).

Further, if the Participant or the Participant's spouse or dependent who has been entitled to Medicare or Medicaid loses eligibility for such coverage, the Participant may prospectively elect to commence or increase the accident or health coverage of the individual who loses Medicare or Medicaid eligibility.

(f) Notwithstanding subsection (a), Participants who elected to salary reduce through the Premium Only Plan for accident and health plan coverage is allowed to prospectively revoke or change his or her election with respect to the accident or health plan during open enrollment of a Marketplace Qualified Health Plan (QHP) as outline by the Affordable Care Act (ACA).

The new coverage in a QHP shall be effective no later than the day immediately following the last day of the original coverage that is revoked.

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(g) Notwithstanding subsection (a), Participants who elected to salary reduce through the Premium Only Plan for accident and health plan coverage are allowed to prospectively revoke his or her election with respect to the accident or health plan if the Participant is moved from full-time status (at least 30 hours of service per week) to part-time status (less than 30 hours of service per week) and seek coverage in another plan that provides minimum essential coverage.

The new coverage shall be effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

(h) If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage; or drop coverage prospectively if there is no other benefit package option available that provides similar coverage. This Plan treats coverage by another Employer, such as a spouse's or dependent's employer, as similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(i) If the cost of a Benefit Package Option provided under the plan decreases significantly during a Plan Year, the Administrator shall permit the affected Participants to either make corresponding changes in their payments; and employees who are otherwise eligible under the Plan may elect the Benefit Package Option, subject to the terms and limitations of the Benefit Package Option.

If the coverage under a Benefit is significantly curtailed, and such curtailment results in a loss of coverage, or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if there is no other Benefit Package Option available that provides similar coverage.

If the coverage under a Benefit is significantly curtailed, and such curtailment does not result in a loss of coverage, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on prospective basis coverage under another plan with similar coverage.

If, during the period of coverage, a new benefit package option or other coverage option is added (or an existing benefit package option or other coverage option is eliminated) or a significantly improved existing Benefit Package Option is added, then the affected Participants and employees who are otherwise eligible under the Plan may elect the newly-added or significantly improved option (or elect another option if an option has been eliminated) prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage.

(j) A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(k) **Health Savings Account changes.** With regard to the Health Savings Account Benefit specified in Article IV, a participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

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Article VI - Health Savings Account Program

6.1 Establishment of Program

This Health Savings Account Program (hereinafter the "HSA") is intended to qualify as a program under Code Section 223 and shall be interpreted in a manner consistent with such Code Section. The Health Savings Account Program is provided and administered by the HSA Trustee.

6.2 Coordination with Premium Only Plan Benefits

All Participants under the Premium Only Plan are eligible to receive Benefits under this HSA, as long as they otherwise meet the definition of an Eligible Individual set forth under Code Section 223. The Employer may allow employees to make contributions to the HSA with pre-tax dollars, as governed and elected under the Adoption Agreement. In circumstances in which Employees are allowed to make pre-tax contributions to the HSA, the Employer shall also have the option of making contributions to the Employee's HSA as well, through usage of this Plan and as otherwise set forth herein after consideration of, among other provisions, Article III and Article IV accordingly related to applicability of Employer contributions and applicable nondiscrimination standards. The enrollment and termination of participation under the Premium Only Plan shall constitute enrollment and termination of participation under this HSA. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Premium Only Plan.

Article VII— Administration

7.1 Plan Administration

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Act, the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power to administer the Plan in all of its details, subject, however, to the pertinent provisions of the Code. The Administrator's powers shall include, but shall not be limited to the following authority, in addition to all other powers provided by this Plan:

(a) To make and enforce such rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;

(b) To interpret the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;

(c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided under the Plan;

(d) To reject elections or to limit contributions or Benefits for certain Highly Compensated Participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;

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(e) To provide Employees with a reasonable notification of their benefits available under the Plan;

(f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;

(g) To keep and communicate procedures to determine whether a medical child support order is qualified under ERISA Section 609; and

(h) To appoint such agents, counsel, accountants, consultants, and actuaries as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations there under.

7.2 Examination of Records

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

7.3 Payment of Expenses

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of Highly Compensated Participants.

7.4 Application of Benefit Plan Surplus

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense may, but need not be, separately accounted for after the close of the Plan Year in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall first be used to defray any administrative costs and experience losses and thereafter be retained by the Employer.

7.5 Insurance Control Clause

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of a particular Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

7.6 Indemnification of Administrator

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

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Article VIII — Amendment or Termination of Plan

8.1 Amendment

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with federal, state or local laws, statutes or regulations.

8.2 Termination

The Employer is establishing this Plan with the intent that it will be maintained for an indefinite period of time. Notwithstanding the foregoing, the Employer reserves the right to terminate the Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Contract.

Any amounts remaining in any such fund or account as of the end of the Plan Year in which Plan termination occurs shall be forfeited and deposited in the benefit plan surplus.

Article IX — Miscellaneous

9.1 Plan Interpretation

All provisions of this Plan shall be governed and interpreted by the Employer, or it's delegated Administrator, as applicable, in its full and complete discretion and shall be otherwise applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 9.12.

9.2 Gender and Number

Wherever any words are used herein in the masculine, feminine, or gender neutral, shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

9.3 Written Document

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Regulations there under relating to Cafeteria Plans.

9.4 Exclusive Benefit

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

9.5 Participant's Rights

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

9.6 Action by the Employer

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

9.7 Employer's Protective Clauses

(a) Upon the failure of the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance

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premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) The Employer's liability to the Participant shall only extend to and shall be limited to any payment actually received by the Employer from the Insurer. In the event that the full insurance Benefit contemplated is not promptly received by the Employer within a reasonable time after submission of a claim, then the Employer shall notify the Participant of such facts and the Employer shall no longer have any legal obligation whatsoever (except to execute any document called for by a settlement reached by the Participant). The Participant shall be free to settle, compromise or refuse the claim as the Participant, in his sole discretion, shall see fit.

(c) The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

9.8 No Guarantee of Tax Consequences

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

9.9 Indemnification of Employer by Participants

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

9.10 Funding

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but shall instead be considered general assets of the Employer until the Premium Expense required under the Plan has been paid. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

9.11 Governing Law

This Plan is governed by the Code and the Treasury regulations issued there under (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the state or commonwealth specified in the Adoption Agreement.

9.12 Severability

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

9.13 Captions

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge, or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

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9.14 Continuation of Coverage

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B.

9.15 Family and Medical Leave Act

Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, after consideration of Treasury Regulation Section 1.125-3 as applicable, the Employer will continue to maintain the Participant's benefits under this Plan on the same terms and conditions as though he/she were still an active Employee (i.e., the Employer will continue to pay its share of the premium to the extent the Employee opts to continue his/her coverage). If the Employee opts to continue his/her coverage, the Employee may pay his/her share of the premium with after-tax dollars while on leave (or pre-tax dollars to the extent he/she receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his/her share of the premium for the expected duration of the leave on a pre-tax salary reduction basis out of his/her pre-leave Compensation by making a special election to that effect prior to the date such Compensation would normally be made available to him/her (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold "catch-up" amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his/her leave, or as otherwise required by the FMLA.

Furthermore, if a Participant goes on a qualifying paid leave under the FMLA, to the extent required by the FMLA, the Employee will continue coverage while on FMLA by the method normally used during any paid leave.

In all instances, a paid or unpaid leave under FMLA will be treated in the same manner and consistent with a non-FMLA paid or unpaid leave.

9.16 Health Insurance Portability and Accountability Act

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

9.17 Uniformed Services Employment and Reemployment Rights Act

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with USERRA and the regulations there under, as well as any other applicable Regulations specific to the rights and obligations of Employers with Employees on active military leave.

9.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy

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Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

(iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.

(e) **Certification.** The Employer must provide certification to the Plan that it agrees to:

(1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;

(2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;

(3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;

(4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;

(5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;

(6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;

(7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;

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(8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;

(9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and

(10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

9.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

(a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.

(b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.

(c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

9.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

9.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

9.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

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160

Certificate of Resolution (2022)

For Pearl River County Board of Supervisors

Section 125 Premium Only Plan

Plan Year Ending September 30, 2023

The undersigned Secretary or Principal of Pearl River County Board of Supervisors (the Employer) hereby certifies that the following resolutions were duly adopted by the board of directors of the Employer on October 1, 2022, and that such resolutions have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of Amended Section 125 Cafeteria Plan effective October 1, 2022, presented to this meeting is hereby approved and adopted and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

RESOLVED, that the Administrator shall be instructed to take such actions that are deemed necessary and proper in order to implement the amended Plan, and to set up adequate accounting and administrative procedures to provide benefits under the Plan.

RESOLVED, that the proper officers of the Employer shall act as soon as possible to notify the employees of the Employer of the adoption of the amended Plan by delivering to each employee a copy of the summary description of the Plan in the form of the Summary Plan Description presented to this meeting, which form is hereby approved.

The undersigned further certifies that true copies of the Adoption Agreement, Plan Document, and the Summary Plan Description, approved and adopted in the foregoing resolutions, are attached herewith.

By _____
Secretary/Principal

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SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

161

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

07/22//2022

Board of Supervisors
Pearl River County
Poplarville, MS 39470

Honorable Supervisors,

Please remove the attached items from Sheriff Departments inventory.

If you have any questions, please feel free to give me a call.

Best Regards,

Jerry Bounds
Inventory Clerk

162

DAVID ALLISON
SHERIFF
PEARL RIVER COUNTY
200 South Main Street
Poplarville, Mississippi 39470
"Committed to Protect and Serve"

DISPATCH
(601)795-2241
(601) 798-5528

OFFICE/COURTHOUSE
POPLARVILLE (601) 403-2300
PICAYUNE (601) 749 7700
FAX (601) 403-2344

MEMO

TO: Jerry Bounds

FROM: Capt. Daniel Quave

RE: Inventory Removal

DATE: 07-20-2022

Please removed the items below from inventory due to being inoperable.

1) **Notebook Laptop Serial# 5CD7375S67 Asset# 5579**
2) **Notebook Laptop Serial# CND4424VZ5 Asset# 5062**

Captain Daniel Quave

GLMGBA01 **PRACCTCY** FIXED ASSETS INVENTORY DATA ENTRY GLWGBA01/R4

Asset Number 5579 **Affiliated Asset No** _____ **Tag Decal No** 0000005579

Asset Type 021 COMPUTERS

163

Class ..... 6 Other Furniture and Equipment

Location.... 200 SHERIFF'S DEPARTMENT **Status** M (Marked)

Fund..... 030 FEDERAL GRANTS - SO **Cond** _ (Good,Satisf,Unsat)

Department.. 200 SHERIFF ADMINISTRATION

Inv. Point.. ___

Cost 728.72 **Check No** _____ **Purchase Order No** 87839

Purchase From CDW-G **PO Line No** _____

Purchase Date 1 / 5 / 2018 **Serial No** 5CD7375S67

Description **Model No** 450G3

LAPTOP JEFF LUCKIE **Manufacturer** H-P

Warranty Expires __ / __ / ____

Warranty Note _____

Disposition

Date Disposed __ / __ / ____

Minute Book ____ **Page** ____

License _____ **Expires** __ / __ / ____

Insurance _____

Added 1 22 2018 JWS **Changed** 10 31 2018 by JWS **Copy from**

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F1-TYPES F2-LOCATIONS F3-FUNDS F4-DEPTS F5-ADDENDUM F6-ALLOCATION F13-PAPERLINK

GLMGBA01 **PRACCTCY** FIXED ASSETS INVENTORY DATA ENTRY GLWGBA01/R4

Asset Number 5062 **Affiliated Asset No** _____ **Tag Decal No** 0000005062

Asset Type 021 COMPUTERS ****ADDENDUM **** 164

Class ..... 6 Other Furniture and Equipment

Location.... 200 SHERIFF'S DEPARTMENT **Status** M (Marked)

Fund..... 030 FEDERAL GRANTS - SO **Cond** _ (Good,Satisf,Unsat)

Department.. 218 OJP - MOBILE EQUIPMENT GRANT

Inv. Point.. ___

Cost 757.40 **Check No** _____ **Purchase Order No** 81006

Purchase From TIGER DIRECT **PO Line No** _____

Purchase Date 4 / 1 / 2015 **Serial No** CND4424VZ5

Description **Model No** 450 G2

NOTEBOOK CHIP BERRY 07/2018 **Manufacturer** H-P

Warranty Expires __ / __ / ____

Warranty Note _____

Disposition

Date Disposed __ / __ / ____

Minute Book ____ **Page** ____

License _____ **Expires** __ / __ / ____

Insurance _____

Added 4 8 2015 JWS **Changed** 7 17 2018 by JWS **Copy from**

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F1-TYPES F2-LOCATIONS F3-FUNDS F4-DEPTS F5-ADDENDUM F6-ALLOCATION F13-PAPERLINK

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President, District Five
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PEARL RIVER COUNTY
MISSISSIPPI
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HUDSON HOLLIDAY
District Three
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165

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

07/22//2022

Board of Supervisors
Pearl River County
Poplarville, MS 39470

Honorable Supervisors,

Please remove the attached items from EOC Inventory.

If you have any questions, please feel free to give me a call.

Best Regards,

Jerry Bounds
Inventory Clerk

Delete the following Motorola radios:

#5038

5656

#5735

#5737

HP Computer's

4655 – serial # MXQ12206RD

#4795 serial # MXL23012DX

5049 serial # 2UA5050T6R

#5050 serial # 2UA4291NFG

#5199 serial # none found

#5284 serial #MXL5350LSV

#5527 serial # 4CE7272KB2

Apple computer - # 4893 serial # none found

Microsoft computer #4949 serial # 007168640953

~~WEATHER STATION # 21519~~

~~Emergency lighting system # 2023~~

#20208 Apple 5S IPhone serial # 6014630580

#20235 Apple Iphone serial # 6012731394

4991 RUUD AC Condensing unit serial # 13AJN36A01

~~#2762 STIHL chainsaw serial # 261237596~~

#3528 GPI 12 VOLT FUEL PUMP serial # FBW1811150

#3529 GPI Fuel Pump serial # FBV780116

#3530 GPI Fuel Pump serial # FBW181270

#3531 GPI Fuel Pump SERIAL # fbw181397

#3797 GFI Outlet Power box serial # 40454

#3798 GFI Outlet Power box serial # 40455

~~2005 Travel trailer serial # 5CZ200B2461118443 - #3552~~

Delete the following Motorola radios:

#941

#1710

#2308

#2863

#2864

#2866

#2868

#2877

#2924

#3103

#3231

#3232

#3233

33234

#3235

#3702

#3775

#3778

#3924

#4233

#4295

#4296

#4506

#4507

#4813

#4814

#4892

#3994 Solar Rollabout Battery Charger serial # 141383901

#4664 Well built battery tester serial # none

#4666 Dewalt Air compressor serial # 1768014340

~~#3445 Tohatsu 40hp outboard motor serial # 0548860AE~~

~~#3104 Generac generator serial # [illegible]~~

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

169

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

July 26, 2022

Board of Supervisors,

Please approve the payment for the Capital One Spark Business card in the amount of $3,429.73 for the hotels at NACO.

Thanks,

Adrain

Capital One | SPARK BUSINESS

Spark Cash Select credit card I Visa Signature Business ending in 3298
May 27, 2022 - Jun 25, 2022 | 30 days in Billing Cycle

Payment Information

Payment Due Date
Jul 20, 2022

For online and phone payments, the deadline is 8pm ET.

New Balance
$4,999.68

Minimum Payment Due
~~$49.00~~

LATE PAYMENT WARNING: If we do not receive your minimum payment by your due date, you may have to pay a $39.00 late fee and any APRs may be increased as defined in your Account Opening Disclosures.

MINIMUM PAYMENT WARNING: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Minimum Payment	24 Years	$12,830
$185	3 Years	$6,642
Estimated savings if balance is paid off in about 3 years: $6,188		

If you would like information about credit counseling services, call 1-888-326-8055.

Account Summary

Previous Balance	$2,365.08
Payments	- $2,365.08
Other Credits	$0.00
Transactions	+ $4,999.68
Cash Advances	+ $0.00
Fees Charged	+ $0.00
Interest Charged	+ $0.00
New Balance	**= $4,999.68**
Credit Limit	$5,000.00
Available Credit (as of Jun 25, 2022)	$0.32
Cash Advance Credit Limit	$2,500.00
Available Credit for Cash Advances	$0.32

Rewards Summary — Rewards as of: 06/24/2022

Rewards Balance
$192.02

Track and redeem your rewards with our mobile app or on capitalone.com

Previous Balance	Earned This Period	Redeemed this period
$115.59	$76.43	$0.00

Account Notifications

Welcome to your account notifications. Check back here each month for important updates about your account.

Capital One | SPARK BUSINESS

ADRAIN P LUMPKIN JR
PEARL RIVER COUNTY
PO BOX 569
POPLARVILLE, MS 39470-0569

Save time, stay informed. Discover new features with the Capital One Mobile app.

Scan this QR Code with your phone's camera to download the top-rated Capital One Mobile app.

Payment Due Date: **Jul 20, 2022** Account ending in 3298

New Balance ~~$4,999.68~~ Minimum Payment Due ~~$49.00~~ Amount Enclosed $ _____

Please send us this portion of your statement and only one check (or one money order) payable to Capital One to ensure your payment is processed promptly. Allow at least seven business days for delivery.

Capital One
P.O. Box 60599
City of Industry CA 91716-0599

$3,429.73

1 4154179041953298 25 4999682365080049004

Capital One

Pending Transactions

Account Ending in ...3298

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Pending	BOOSTLINGO,LLC Dispatch	Merchandise	Adrain L. ...3298	$95.00
Pending	GAYLORD ROCKIES RESORT & Donald	Lodging NACO	Adrain L. ...3298	$1,106.76
Pending	DoubleTree by Hilton Lindsay Ward	Lodging NACO	Adrain L. ...3298	$1,209.60
Pending	GAYLORD ROCKIES RESORT & Adrain	Lodging NACO	Adrain L. ...3298	$923.37
			Total:	$3,334.73

ones who don't accept credit cards.

171

Posted Transactions Since Your Last Statement

Account Ending in ...3298

DATE	DESCRIPTION	CATEGORY	CARD	AMOUNT
Jul 04	BOOSTLINGO,LLC Dispatch	Merchandise	Adrain L. ...3298	$95.00
			Total:	$95.00

A new way to pay your vendor bills

Pay vendors with your Spark card—even the ones who don't accept credit cards.

173

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

HUDSON HOLLIDAY
District Three
JASON SPENCE
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Clerk of Board

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

173

July 26, 2022

Board of Supervisors,

Please approve the President to sign Change Order #2 on the Courthouse Renovations Project. This change order is to replace the three lower roofs that has caused leaks for several years. This Change Order has been reviewed and approved by Derek.

Thanks,

Adrain

LANDRY · LEWIS · GERMANY
ARCHITECTS, P.A.
WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910
Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

174

July 20, 2022

Re: Additions and Renovations to Pearl River County Courthouse
CN 17-3627A

Pearl River County Board of Supervisors
P.O. Box 569
207 West Pearl Street
Poplarville, MS 39470

Attn: Mr. Adrain Lumpkin, County Administrator

Dear Mr. Lumpkin:

Enclosed please find three copies of AIA Document G701 Change Order Number Two on the above referenced project. Once you have reviewed this documents, please execute all three copies, retain one copy for your files, and return the remaining two to this office.

If you have any questions, please feel free to contact the office.

Respectfully,

Lisa Williams

Lisa Williams
Administrative Assistant

/lbw

5211 Old Highway 11, Hattiesburg, MS 39402 • Phone 601.271.7711 • Email: staff@llgarch.com

175

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Additions and Renovations to
Pearl River County Courthouse
Poplarville, MS
CN 17-3627A

CONTRACT INFORMATION:
Contract For: General Construction
Date: February 17, 2022

CHANGE ORDER INFORMATION:
Change Order Number: 002
Date: July 15, 2022

OWNER: *(Name and address)*
Pearl River County Board of Supervisors
207 West Pearl Street
Poplarville, MS 39470

ARCHITECT: *(Name and address)*
Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, MS 39402

CONTRACTOR: *(Name and address)*
Hanco Corporation
P.O. Box 17678
Hattiesburg, MS 39404

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Roof Replacement - See Attached

The original Contract Sum was	$	2,690,000.00
The net change by previously authorized Change Orders	$	25828.000
The Contract Sum prior to this Change Order was	$	2,715,828.00
The Contract Sum will be increased by this Change Order in the amount of	$	85,000.00
The new Contract Sum including this Change Order will be	$	2,800,828.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be July 14, 2023

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Landry Lewis Germany Architects, P.A.	Hanco Corporation	Pearl River County Board of Supervisors
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Kevin P. Lewis, President	Chris Hudson, President	Sandy Kane Smith, President
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
22-07-19	7/19/22.	8-1-2022
DATE	**DATE**	**DATE**

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User Notes:

(3B9ADA3E)

hanco CORP
GENERAL CONTRACTORS

P.O. BOX 17678
HATTIESBURG, MS
39404
176
P 601.583.6500
F 601.583.6503

7/14/2022
Charles Bourland
Landry Lewis Germany Architects, PA
Project: Pearl River Courthouse Renovation

Re: Change Order Proposal for RFP Roof Plan 6-16-22

Dear Mr. Bourland:

Per request we would like to provide you with a proposal for changes as referenced above. Hanco Corporation will complete additional work per lump sum price per item as described.

1. **Changes as described in RFP Roof Plan 6-13-22**

- Reuse existing copper gutters and downspouts
- Remove loose granules off existing roof
- Install new perimeter blocking
- Install new two-ply polyglass MBR fully adhered system
- Install new thru-wall scupper
- Install new edge metal and counter flashing to roof system
- Install new parapet Cap on upper roof
- 20 year NDL warranty

See attached breakdown

Total add **$85,000.00**

If you should have any questions, please give me a call.
Sincerely,

Walker Jameson
Hanco Corporation

PRC Courth **Purposed Change Order 002** Poplarville, Ms

Job Cost		69,730
OHP	15.00%	10,460
Bond, Tax, Insurance	6.00%	4,810
Total		**85,000**

Description	Qty	Labor	Material	Equipment	Subcontract		Labor	Material	Equipment	Subcontract
						0.00	0.00	0.00	0.00	69,730.00
General Conditions	1.0 ls				3,000.00	3,000.00	0	0	0	3000
Temp Cleanup	1.0 ls				1,457.00	1,457.00	0	0	0	1457
Final Cleaning	1.0 ls				1,000.00	1,000.00	0	0	0	1000
Supervision	1.0 ls				5,000.00	5,000.00	0	0	0	5000
Equipment	1.0 ls				4,500.00	4,500.00	0	0	0	4500
Dumpster and Disposal	1.0 ls				650.00	650.00	0	0	0	650
Subcontractor Roofing proposal	1.0 ls				54,123.00	54,123.00	0	0	0	54123
						0.00	0	0	0	0
						0.00	0	0	0	0
						0.00	0	0	0	0
						0.00	0	0	0	0
						0.00	0	0	0	0
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						0.00	0	0	0	0
						0.00	0	0	0	0
						0.00	0	0	0	0
						0.00	0	0	0	0

177

GULF SOUTH
ROOFING LLC

DATE: June 29, 2022

TO: Hanco Corporation

ATTN: Walker Jameson

PROJECT: Recovery Roof on Pearl River County Courthouse

Gulf South Roofing, LLC will furnish labor, material & equipment required for a recovery roof to be installed on the three lower MBR roofs on the west side of the building.

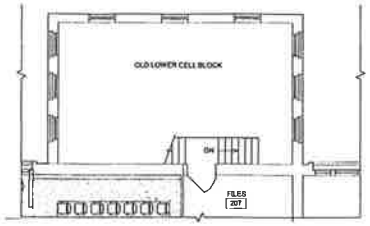
The following is included in our scope of work:

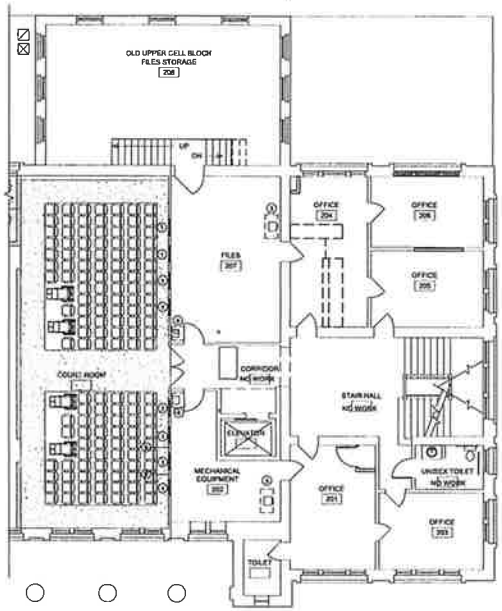
- Power wash all loose granules off the roof.
- Remove old edge metal.
- Install wood blocking around perimeter edge as needed.
- Install new scupper on upper roof level.
- Install new quarter inch DensDeck over existing roof system with low rise foam adhesive.
- Install new two-ply Polyglass MBR fully adhered system.
- Install new edge metal flashing.
- Install new counter flashing to flash roof system into all existing brick walls.
- Install new parapet cap on upper roof.
- 20 Year NDL Warranty.

BASE BID QUOTATION: $54,153.82

Jacob North
Gulf South Roofing, LLC

4806 Chamberlain Avenue Gulfport MS 39507
Ph: 228-861-4419 or 228-861-1705
Website: www.gulfsouthroofing.net
Email: gulfsouthroofs@gmail.com

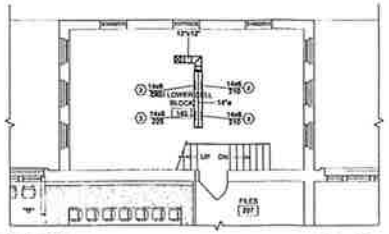


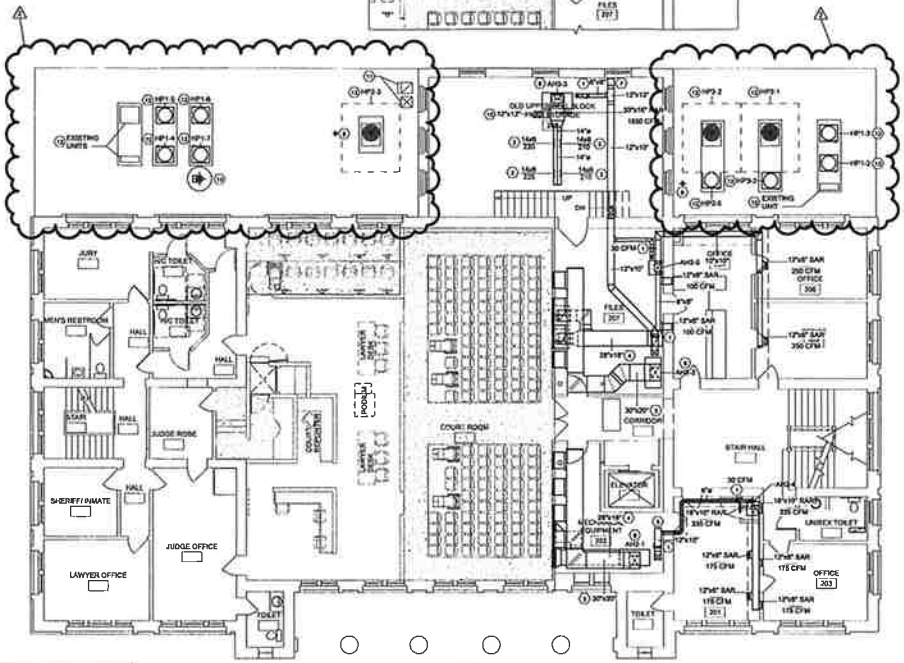


SECOND FLOOR DEMOLITION PLAN - 1
1/8" = 1'-0"

KEYED NOTES - DEMOLITION

1. EXISTING 30"x10" SUPPLY GRILLE SHALL BE REMOVED AND STORED FOR RE-USE. DEMO ALL ATTACHED DUCTWORK, AIR HANDLER, CONTROLS ,ETC
2. EXISTING 36"x36" RETURN GRILL SHALL BE REMOVED AND STORED FOR RE-USE. DEMO ALL ATTACHED DUCTWORK, AIR HANDLER, CONTROLS, ETC.
3. EXISTING AIR HANDLER SERVING COURT ROOM SHALL BE REMOVED.
4. EXISTING FURNACE SERVING COURT ROOM SHALL BE REMOVED.





SECOND FLOOR PLAN - HVAC - 2
1/8" = 1'-0"

KEYED NOTES - HVAC

1. PROVIDE MANUAL VOLUME DAMPER IN OA DUCT TO AIR HANDLER. BALANCE TO CFM LISTED ON SCHEDULE OR NOTED HERE.
2. DUCT MOUNTED DOUBLE DEFLECTION GRILLE WITH 22.5 DEG OPPOSED HORIZONTAL AIRFLOW. DUCT TO BE OF DOUBLE WALL CONSTRUCTION. PAINT IN COLOR SELECTED BY ARCHITECT.
3. ROUTE SUPPLY DUCT FOR CONNECTION TO RE-INSTALLED 30"x10" GRILLES SERVING COURTROOM (COORDINATE LOCATION IN FIELD). BALANCE EACH TO 1250 CFM.
4. ROUTE RETURN DUCT FOR CONNECTION TO RE-INSTALLED 36"x36" GRILLE SERVING COURTROOM (COORDINATE LOCATION IN FIELD). BALANCE FOR 4400 CFM TOTAL AIRFLOW.
5. ROUTE OA DUCT FOR CONNECTION TO NEARBY EXISTING OA DUCT.
6. CONNECT DUCT AT BRANCH DUCT KNOCKOUT FOR MSAHS-1A.
7. OA DUCT UP FOR CONNECTION TO ROOF CAP (SEE THIRD FLOOR PLAN FOR CONTINUATION).
8. PROVIDE EXHAUST RELIEF CAP (GREENHECK GRSR-8 OR EQUAL).
9. SEE "INDOOR AC UNIT DETAIL" SHEET M3.1.
10. DUCT DOWN TO LOWER CELL BLOCK. SAWCUT/CORE DRILL FLOOR AS REQUIRED
12. ALL ROOF MOUNTED HEAT PUMPS AND CONDENSERS SHALL BE ANCHORED TO INSULATED ROOF CURB AS MANUFACTURERED BY THYSMA OR EQUAL.

ICT
I.C. Thomasson Associates, Inc.
CONSULTING ENGINEERS
194 East Cherokee Street
BROOKHAVEN, MS 39601
PHONE (601) 833-0017
FAX (601) 833-0019
www.ictmasonc.com
ICT Project No. 190149

DRAWN
LVW/TKP
CHECKED
TF
FINAL DATE
NOV 19, 2021

REVISION SCHEDULE

REV #	REV DATE
1	8-11-2022
2	8-24-2022

LANDRY LEWIS GERMANY ARCHITECTS, P.A.
311 GEORGEWAY FL HATTIESBURG, MS 39402
P: 601.271.7111 WWW.LLGARCH.COM
CREATING CAPTIVATING SPACES

SECOND FLOOR DEMOLITION PLAN
AND SECOND FLOOR PLAN - HVAC

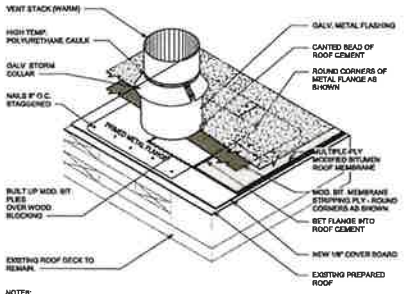
ADDITIONS AND RENOVATIONS TO
PEARL RIVER COUNTY COURTHOUSE

PEARL RIVER COUNTY
POPLARVILLE, MISSISSIPPI

CN 17-3627

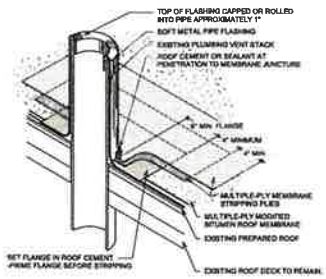
SHEET NUMBER
M1-3

174

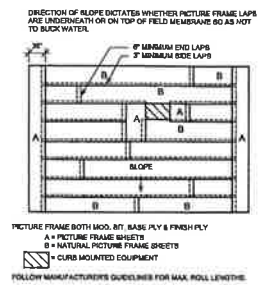


NOTES:
1. SEAL SEAMS OF ROOF JACK.
2. FOR HOT PIPES, INSERT FIBERGLASS INSULATION BETWEEN ROOF JACK AND VENT STACK.
3. DISTANCE BETWEEN TOP OF ROOF JACK AND VENT STACK SHOULD BE A MINIMUM OF 1".
4. PRIME BOTH SIDES OF FLANGE ON JACK WITH ASPHALT PRIMER.

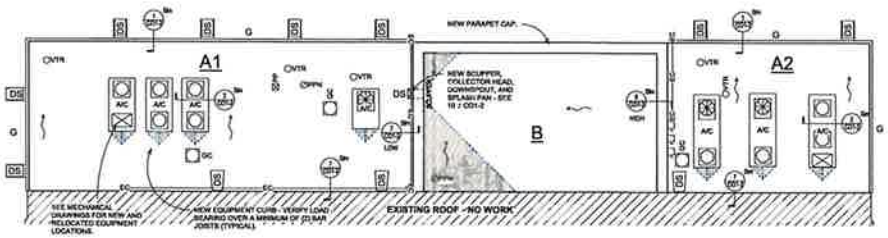
5 FLUE STACK (WARM)
N.T.S.



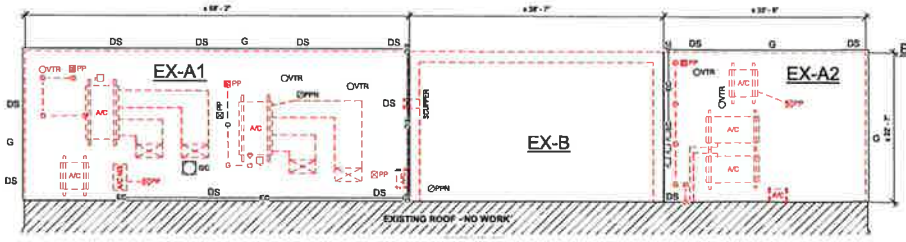
4 SANITARY VENT STACK
N.T.S.



3 TYPICAL PICTURE FRAME
N.T.S.

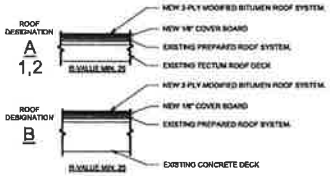


2 RENOVATION ROOF PLAN
N.T.S.

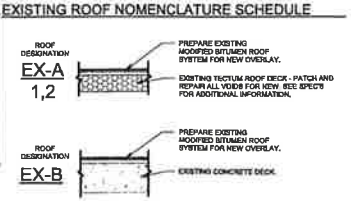


1 DEMOLITION ROOF PLAN
N.T.S.

NEW ROOF NOMENCLATURE SCHEDULE



EXISTING ROOF NOMENCLATURE SCHEDULE



ROOF LEGEND

EF	EXHAUST FAN
GC	GRAVITY INLET CAP
HS	HOT STACK WITH CAP
A/C M/S	MINI SPLIT AC ON PAD
A/C	AC ON CURB WITH SHEET METAL CAP
A/C	AC ON SLEEPERS
	DUCT PENETRATION
PP	PITCH PAN
VF	VENT FAN
PPN	PIPE PENETRATION
VTR	SANITARY VENT STACK
G	REMOVE EXISTING GAS LINE
EC	ELECTRICAL CONDUIT
DS	DOWN SPOUT
G	GUTTER
	RIDGE, HIP, VALLEY AND/OR RAKE EDGE
	DIRECTION OF ROOF SLOPE
	EXISTING ROOF NOT IN SCOPE OF WORK
	CRICKET; PROVIDE REQUIRED THICKNESS OF TAPERED INSULATION BOARD FOR PROPER DRAINAGE
	REMOVE EXISTING COMPONENT - PATCH AND REPAIR ALL VOIDS WHERE APPLICABLE.

ROOF PLAN GRAPHIC SCALE

GENERAL NOTES

1. THE CONTRACTOR SHALL VISIT THE SITE AND BE FAMILIAR OF ALL EXISTING CONDITIONS. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF PERFORMING WORK REQUIRED BY THE CONTRACT DOCUMENTS. ALL WORK SHALL BE IN ACCORDANCE WITH ACCEPTED MANUFACTURERS PRINTED INSTRUCTIONS AND NRCA STANDARDS.
2. DIMENSIONS, DETAILS, EQUIPMENT SIZE AND LOCATION SHOWN IN THESE DOCUMENTS ARE FOR INFORMATION AND REFERENCE ONLY. EXACT SIZE, LOCATION, TYPE OF MATERIAL AND TYPE OF CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM.
3. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING, RE-INSTALLING, REPLACING AND OR RAISING ALL ROOF PENETRATIONS, STACKS, VENTS, MECH. AND ELECTRICAL ITEMS, AND ALL OTHER ITEMS AS REQUIRED FOR PROPER INSTALLATION OF NEW ROOF SYSTEM. PROVIDE ALL REQUIRED STRUCTURE, CURBS, FLASHINGS, ETC., TO RAISE ITEMS ABOVE ROOF AS RECOMMENDED BY ROOFING MANUFACTURER. VERIFY NUMBER OF PENETRATIONS AND REQUIREMENTS FOR EXTENDING ABOVE ROOF.
4. THE CONTRACTOR SHALL EXERCISE AND TAKE APPROPRIATE PRECAUTIONARY MEASURES TO PREVENT ANY DAMAGE TO THE EXISTING STRUCTURES, EQUIPMENT, FURNISHING, INTERIORS, ETC. DURING THE PROJECT. REMOVE ONLY AS MUCH EXISTING ROOFING AS CAN BE REPLACED IN A SINGLE WORK PERIOD. CONTRACTOR IS RESPONSIBLE TO KEEP THE BUILDING WATER-TIGHT DURING ALL PHASES OF CONSTRUCTION.
5. THE CONTRACTOR SHALL ENSURE THAT ALL THEIR EQUIPMENT AND MATERIALS ARE STORED IN A SAFE AND SECURE MANNER AT AREAS DESIGNATED BY THE OWNER.
6. CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DAMAGED TECTUM AND/OR CONCRETE DECKING CAUSING UNSAFE CONDITIONS AND/OR IMPROPER ROOF INSTALLATION.
7. ALL CRICKETS SHALL BE INSTALLED WITH A FINISHED 1/4" PER FOOT MIN. SLOPE.
8. REFER TO NOMENCLATURE SCHEDULE FOR TYPE OF ROOF SYSTEM. AREAS ARE MARKED WITH DESIGNATED LETTER - SEE ROOF PLAN AND NOMENCLATURE SCHEDULE THIS SHEET.
9. ISOLATE ALL HEAT PIPES/FLUES AS RECOMMENDED & OUTLINED IN THE NRCA MANUAL FOR ISOLATED STACK FLASHING. (RE: GENERAL DETAILS.)
10. EXAMINE AND CLEAN GUTTERS & DOWNSPOUTS OF DEBRIS AND BLOCKAGE, FLUSH WITH WATER TO ENSURE PROPER FUNCTION AND ARE FREE OF LEAKING - REFURBISH TO NEW LIKE CONDITIONS. REMOVE, STORE, CLEAN, AND REINSTALL WITH NEW ROOF.
11. REPLACE DAMAGED GUTTER STRAPS AND DOWNSPOUT SHOES AS REQUIRED TO ACHIEVE A "LIKE NEW" APPEARANCE AND OPERATION.
12. PROVIDE CONCRETE SPLASH BLOCKS AT EACH DOWN SPOUT AT GRADE. PROVIDE SPLASH PANS AT ROOF.
13. REFER TO GENERAL DETAILS FOR TYPICAL GUTTER AND ROOF DETAILS.
14. BASE FLASHING MIN. HEIGHT 8" AND MAX. HEIGHT 20" FROM FINISH DECK.

WORK NOTES

A. PREPARE EXISTING MODIFIED BITUMEN ROOFING FOR A NEW 2-PLY MODIFIED ROOF SYSTEM RE-SEAL. REMOVE ALL EDGE TRIM, FLASHINGS, GUTTERS, SCUPPER W/ DOWNSPOUT, BLOCKING, AND OTHER ITEMS AS REQUIRED TO INSTALL NEW WORK. EXISTING BOLTS FOR PERIMETER BLOCKING AND EXISTING REFURBISHED GUTTER W/ DOWNSPOUTS ARE TO BE RE-USED. REMOVE EXISTING MECHANICAL EQUIPMENT CURBS AND BUILD NEW MECHANICAL EQUIPMENT CURBS - FILL ALL VOIDS WITH TECTUM. PROVIDE AND INSTALL NEW EDGE TRIM, FLASHINGS, BLOCKING, SEALANTS, ETC. AS REQUIRED FOR PROPER INSTALLATION OF NEW ROOFING SYSTEM AND TO PROVIDE A WATER-TIGHT SEAL AND POSITIVE DRAINAGE TO GUTTERS AND SCUPPERS. SEE GENERAL NOTES FOR ADDITIONAL WORK.

DRAWN
GGA
CHECKED
KPL
FINAL DATE
JUNE 13, 2022
REVISION SCHEDULE
REV # | REV DATE

LANDRY LEWIS GERMANY ARCHITECTS, P.A.
511 OLD HIGHWAY 11, HATTIESBURG, MS 39402
P: 601.271.1111 | F: 601.271.1112
CERTIFICATE OF AUTHORIZATION NO. 4416

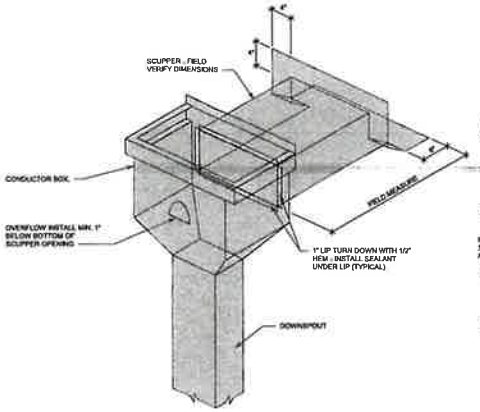
SHEET TITLE
ROOF PLAN

PROJECT
ADDITIONS AND RENOVATIONS TO PEARL RIVER COUNTY COURTHOUSE
PEARL RIVER COUNTY
POPLARVILLE, MISSISSIPPI

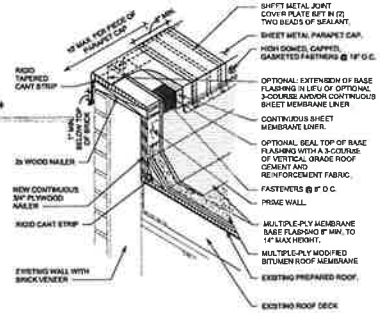
CN 17-3627A

SHEET NUMBER
CO2-1

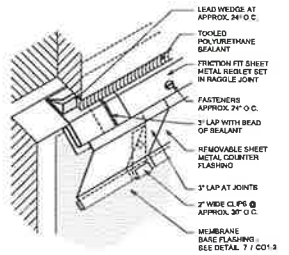
180



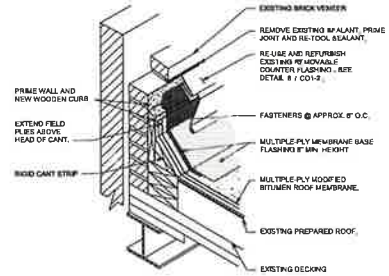
10 SCUPPER & CONDUCTOR HEAD DETAIL
N.T.S.



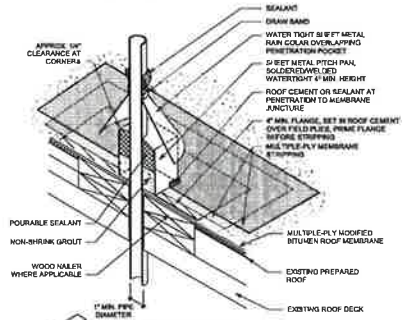
9 PARAPET CAP AND BASE DETAIL
N.T.S.

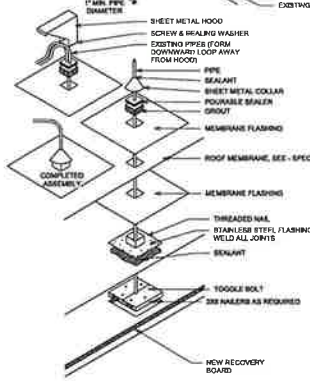


8 COUNTER FLASHING DETAIL
N.T.S.



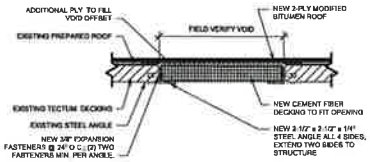
7 BASE FLASHING DETAIL
N.T.S.



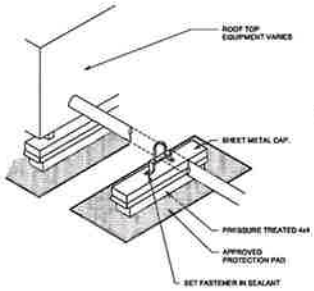


NOTE:
PITCH PAN SHALL BE MIN. 6" ABOVE FINISHED ROOF

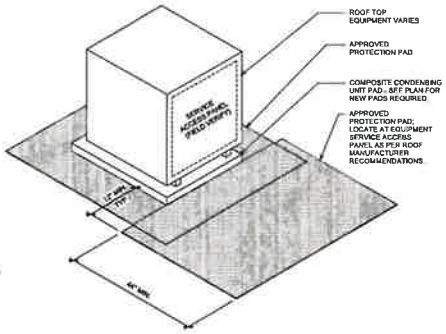
3 PENETRATION POCKET DETAIL W
N.T.S.



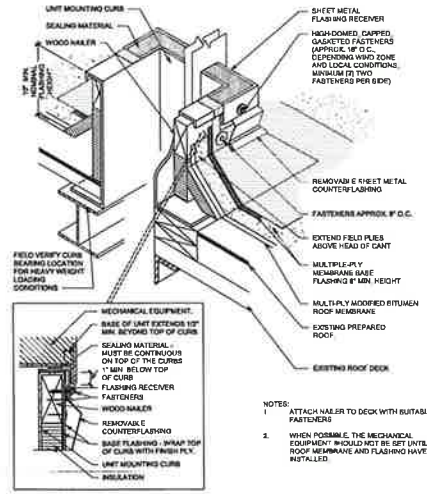
6 ROOF CAVITY TECTUM INFILL DETAIL
N.T.S.



5 4x4 PIPE SUPPORT
N.T.S.

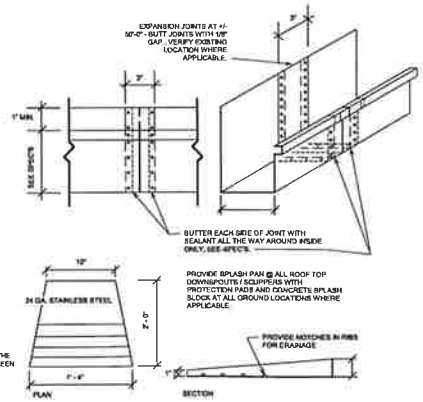


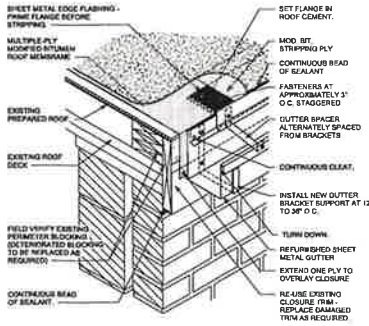
4 PROTECTION PAD LOCATION @ ROOF TOP EQUIPMENT1
N.T.S.



NOTES:
1. ATTACH NAILER TO DECK WITH SUITABLE FASTENERS
2. WHEN POSSIBLE, THE MECHANICAL EQUIPMENT SHOULD NOT BE SET UNTIL THE ROOF MEMBRANE AND FLASHING HAVE BEEN INSTALLED.

2 RAISED CURB @ ROOF TOP UNIT DETAIL
N.T.S.





1 ROOF EDGE GUTTER DETAIL
N.T.S.

DRAWN
GGA
CHECKED
KPL
FINAL DATE
JUNE 13, 2022
REVISION SCHEDULE

REV #	REV DATE

LANDRY LEWIS GERMANY, P.A. ARCHITECTS
5211 ELLISTON AVENUE, SUITE 201 JACKSON, MS 39202
P: 601.317.1000 W: WWW.LLGARCHITECTS.COM
CREATING LANDMARKS SINCE 1988.

SHEET TITLE
TYPICAL ROOF DETAILS

PROJECT
ADDITIONS AND RENOVATIONS TO PEARL RIVER COUNTY COURTHOUSE
PEARL RIVER COUNTY
POPLARVILLE, MISSISSIPPI

CN 17-3627A
SHEET NUMBER
CO2-2

181

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

182

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

July 26, 2022

Board of Supervisors,

Please approve the President to sign the attached MOU with Pearl River Valley Opportunity, Inc concerning the LIHEAP program.

Thanks,

Adrain

Pearl River Valley Opportunity, Inc.

Post Office Box 188 • 756 Hwy. 98 Bypass
Columbia, Mississippi 39429-0188
Telephone: 601-736-9564 • Fax 601-736-6268
Website: www.prvoinc.org
Thomas A. Morris, Executive Director

July 21, 2022

Greetings,

Pearl River Valley Opportunity, Inc. is preparing to renew its 2023 LIHEAP/CSBG grant proposal. Enclosed you will find a Memorandum of Understanding. Please carefully read all sections of the MOU.

If this MOU meets your approval and you are willing to partner with PRVO, please sign and return the MOU in the self-addressed stamped envelope by August 5, 2022.

Thank you and we look forward to your continued support!

Thomas A. Morris

Executive Director

PRVO, Inc. does not discriminate on the grounds of race, religion, color, sex, familial status, age, national origin or handicap in any program or employment

PRVO
PEARL RIVER VALLEY OPPORTUNITY INC.
EST. 1965

MEMORANDUM OF UNDERSTANDING

BETWEEN
PEARL RIVER VALLEY OPPORTUNITY, INC. (PRVO, INC.)
AND
PEARL RIVER COUNTY BOARD OF SUPERVISORS
200 MAIN STREET
POPLARVILLE, MS 39470
(601) 403-2300

In consideration of the mutual agreement of the parties hereto to execute a Memorandum of Understanding between the, Pearl River Valley Opportunity, Inc. (PRVO) and the PEARL RIVER COUNTY BOARD OF SUPERVISORS, hereby agree to the following:

1. PEARL RIVER VALLEY OPPORTUNITY, INC. will:
   a. Pool resources with service providers in Pearl River County
   b. Provide energy assistance through the Low-Income Housing Energy Assistance Program (LIHEAP);
   c. Provide non-energy assistance through the Community Service Block Grant (CSBG):
   d. Provide comprehensive services and implement programs designed to promote self-sufficiency, remove barriers, and improve communities;

2. PEARL RIVER COUNTY BOARD OF SUPERVISORS will:
   a. Refer eligible customers to PRVO
   b. Provide matching funds to PRVO
   c. Coordinate community efforts with PRVO

The failure of either party to comply with the terms of this Memorandum of Understanding whole or in part, shall render it null and void and terminate all requirements of both parties.

All terms, conditions, and provisions of the Memorandum of Understanding between these parties and which are not modified and amended, shall remain in effect until requested to terminate by either party with a 30-day written notice.

Signature	Thomas Morris, Executive Director Printed Name & Title of PRVO Authorized Official	7/21/22 Date
Signature	SANDY KANE SMITH, PRESIDENT Printed Name & Title of Agency Authorized Official	8-1-22 Date

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

185

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

July 26, 2022

Board of Supervisors,

Please approve pay application (4) for Hanco Corporation in the amount of $99,465.00 on the Courthouse Renovation project and the invoice of Landry, Lewis & Germany Architects in the amount of $1,392.51.

Thanks,

Adrain

186

LANDRY · LEWIS · GERMANY
ARCHITECTS, P.A.
WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910

Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

July 26, 2022

Re: Additions and Renovations to Pearl River County Courthouse
CN 17-3627A

Pearl River County Board of Supervisors
P.O. Box 569
207 West Pearl Street
Poplarville, MS 39470

Attn: Mr. Adrain Lumpkin, County Administrator

Dear Mr. Lumpkin:

Enclosed please find an executed copy of Application and Certificate for Payment Number Four (4) from Hanco Corporation in the amount of $99,465.00 on the above referenced project. This application has been reviewed and approved by this office and the contactor is entitled to the amount shown.

If you have any questions, please feel free to contact the office.

Respectfully,

Lisa Williams

Lisa Williams
Administrative Assistant

/lbw

LANDRY · LEWIS · GERMANY
ARCHITECTS, P.A.
WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910

Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

187

INVOICE

CN 17-3627A-006

July 26, 2022

Pearl River County
P.O. Box 569
Poplarville, MS, 39470

ATTN: Adrain Lumpkin

RE:

Pearl River County Courthouse Add. & Ren.
Poplarville, MS

For Professional Services Rendered

Fee Structure Basis for Design Services: Percentage of Construction Cost

For Professional Services Rendered from June 26, 2022 through July 25, 2022

Est. Construction Cost:* $ 2,690,000.00 Percentage Fee 7.00%

Percentage Design Services

Phase of Work	% of Fee		Phase Fee*		% Complete		Current Status*
Schematic Design	15%	=	$ 28,245.00	X	100%	=	$ 28,245.00
Design Development	20%	=	$ 37,660.00	X	100%	=	$ 37,660.00
Construction Documents	40%	=	$ 75,320.00	X	100%	=	$ 75,320.00
Bidding and Negotiation	5%	=	$ 9,415.00	X	100%	=	$ 9,415.00
Construction**	20%	=	$ 37,660.00	X	20%	=	$ 7,589.83
Totals*	100%	=	$ 188,300.00		Total Earned	=	$ 158,229.83
					Less Previous Invoiced	=	$ 156,837.32
					Total Percentage Invoice	=	$ 1,392.51

*Upon determination of updated estimated cost of actual construction cost, this amount will be adjusted.

**Monthly invoice based upon contractors percentage of completion.

***Alternates Not Accepted and Deduct Change Orders are invoiced through Bidding and Negotiating Services - not in Construction.

Construction Administration Services Detail

Contractor	Base Bid*	Alternates Accepted*	Alternates Not Accepted***	Change Orders Add	Change Orders Deduct***		Total Contract**
Hanco Corporation	$ 2,690,000.00	$ -	$ -	$ -	$ -	=	$ 2,690,000.00
					Total Earned Less Retainage	=	$ 542,130.80
					Less Previous Applications for Payment	=	$ 442,665.80
					Total Due Current Contractor Application for Payment	=	$ 99,465.00

Hourly Services Plus Expenses and Reimbursables

Title	Hours	X		Rate/Hour	=	Total
Principal/Architect	0	X	$	150.00	=	$ -
Project Manager	0	X	$	125.00	=	$ -
Construction Administrator	0	X	$	125.00	=	$ -
Senior Drafting	0	X	$	100.00	=	$ -
Drafting	0	X	$	75.00	=	$ -
Clerical	0	X	$	50.00	=	$ -
Consultants	See attached copies of consultant invoices					$ -
Reimbursable Expenses	See attached for detail.					$ -
					Total Due Hourly Services Plus Expenses and Reimburables	$ -

Total Amount Due this Invoice $ 1,392.51

PAYMENT APPLICATION

TO:	Pearl River County Board of Supervisors 207 West Pearl Street P.O. Box 569 Poplarville, MS 39470 Attn:	PROJECT NAME AND LOCATION:	510 Additions & Renovations to Pearl River County 207 West Pearl Street P.O. Box 569 Poplarville, MS 39470	APPLICATION # PERIOD THRU: PROJECT #s:	4 07/22/2022	Distribution to: ☐ OWNER ☐ ARCHITECT
FROM:	HANCO CORPORATION P.O. BOX 17678 HATTIESBURG, MS 39404-7678	ARCHITECT:	Landry-Lewis-Germany Architects, P.A. 5211 Old Hwy 11 Hattiesburg,MS 39402	DATE OF CONTRACT:	02/17/2022	☐ CONTRACTOR ☐ ☐
FOR:	Additions & Renovations to Pearl River County Courthouse					

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. **CONTRACT AMOUNT**			$2,690,000.00
2. **SUM OF ALL CHANGE ORDERS**			$0.00
3. **CURRENT CONTRACT AMOUNT**	(Line 1 +/- 2)		$2,690,000.00
4. **TOTAL COMPLETED AND STORED** (Column G on Continuation Page)			$570,664.00
5. **RETAINAGE:**			
a. 5.00% of Completed Work (Columns D + E on Continuation Page)		$28,533.20	
b. 5.00% of Material Stored (Column F on Continuation Page)		$0.00	
Total Retainage (Line 5a + 5b or Column I on Continuation Page)			$28,533.20
6. **TOTAL COMPLETED AND STORED LESS RETAINAGE** (Line 4 minus Line 5 Total)			$542,130.80
7. **LESS PREVIOUS PAYMENT APPLICATIONS**			$442,665.80
8. **PAYMENT DUE**			**$99,465.00**
9. **BALANCE TO COMPLETION** (Line 3 minus Line 6)		$2,147,869.20	

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	$0.00	$0.00
Total approved this month	$0.00	$0.00
TOTALS	$0.00	$0.00
NET CHANGES	$0.00	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: HANCO CORPORATION

By: _____ Date: 07/22/2022
Chris Hudson, President

State of: Mississippi

County of: Forrest

Subscribed and sworn to before me this 22nd day of July 2022

Notary Public: Cassandra F Reid

My Commission Expires: April 29, 2026

CASSANDRA F. REID
COMM. # 65981
NOTARY PUBLIC
COMMISSION EXPIRES 4-29-2026
FORREST COUNTY, STATE OF MISSISSIPPI

ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... $99,465.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT

By: _____ Date: 22-07-26

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: 510
Additions & Renovations to Pearl River County Courthouse

APPLICATION #: 4
DATE OF APPLICATION: 07/22/2022
PERIOD THRU: 07/22/2022
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
			COMPLETED WORK						
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
001	Taxes	$97,397.00	$15,571.00	$3,541.00	$0.00	$19,112.00	20%	$78,285.00	
002	Bonds	$20,148.00	$20,148.00	$0.00	$0.00	$20,148.00	100%	$0.00	
003	Insurance	$20,148.00	$4,000.00	$1,000.00	$0.00	$5,000.00	25%	$15,148.00	
004	Site Facilities	$22,258.00	$4,400.00	$1,000.00	$0.00	$5,400.00	24%	$16,858.00	
005	General Conditions	$164,800.00	$34,600.00	$7,500.00	$0.00	$42,100.00	26%	$122,700.00	
006	Equipment	$81,561.00	$6,500.00	$3,000.00	$0.00	$9,500.00	12%	$72,061.00	
007	Interim Cleanup	$35,674.00	$5,000.00	$2,500.00	$0.00	$7,500.00	21%	$28,174.00	
008	Final Cleaning	$13,155.00	$0.00	$0.00	$0.00	$0.00	0%	$13,155.00	
009	Phase 1 Demo	$43,000.00	$43,000.00	$0.00	$0.00	$43,000.00	100%	$0.00	
009a	Phase 2 Demo	$43,897.00	$0.00	$0.00	$0.00	$0.00	0%	$43,897.00	
010	Asbestos Abatement Phase 1	$8,000.00	$8,000.00	$0.00	$0.00	$8,000.00	100%	$0.00	
010a	Asbestos Abatement Phase 2	$4,425.00	$0.00	$0.00	$0.00	$0.00	0%	$4,425.00	
011	Concrete Patching	$2,287.00	$500.00	$1,787.00	$0.00	$2,287.00	100%	$0.00	
012	Masonry Patching	$7,394.00	$2,500.00	$0.00	$0.00	$2,500.00	34%	$4,894.00	
013	Hand Rail	$1,525.00	$0.00	$0.00	$0.00	$0.00	0%	$1,525.00	
014	Rough Carpentry Phase 1	$6,000.00	$6,000.00	$0.00	$0.00	$6,000.00	100%	$0.00	
	SUB-TOTALS	$571,669.00	$150,219.00	$20,328.00	$0.00	$170,547.00	30%	$401,122.00	

CONTINUATION PAGE

PROJECT: 510
Additions & Renovations to Pearl River County Courthouse

APPLICATION #: 4
DATE OF APPLICATION: 07/22/2022
PERIOD THRU: 07/22/2022
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
			COMPLETED WORK						
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
014a	Rough Carpentry Phase 2	$7,721.00	$0.00	$0.00	$0.00	$0.00	0%	$7,721.00	
015	Finish Carpentry Phase 1	$24,000.00	$4,000.00	$0.00	$0.00	$4,000.00	17%	$20,000.00	
015a	Finish Carpentry Phase 2	$20,211.00	$0.00	$0.00	$0.00	$0.00	0%	$20,211.00	
016	Millwork Phase 1	$40,000.00	$0.00	$0.00	$0.00	$0.00	0%	$40,000.00	
016a	Millwork Phase 2	$33,177.00	$0.00	$0.00	$0.00	$0.00	0%	$33,177.00	
017	Batt Insulation	$14,515.00	$3,500.00	$0.00	$0.00	$3,500.00	24%	$11,015.00	
018	Misc Patching	$9,909.00	$4,000.00	$2,500.00	$0.00	$6,500.00	66%	$3,409.00	
019	Caulking & Sealants	$22,868.00	$0.00	$0.00	$0.00	$0.00	0%	$22,868.00	
020	Doors & Hardware	$18,636.00	$0.00	$7,500.00	$0.00	$7,500.00	40%	$11,136.00	
021	Install	$1,372.00	$0.00	$1,372.00	$0.00	$1,372.00	100%	$0.00	
022	Metal Window Restoration	$61,743.00	$30,000.00	$0.00	$0.00	$30,000.00	49%	$31,743.00	
023	Wood Window Restoration	$407,044.00	$30,000.00	$0.00	$0.00	$30,000.00	7%	$377,044.00	
024	Lath & Plaster Phase One	$15,245.00	$15,245.00	$0.00	$0.00	$15,245.00	100%	$0.00	
025	Lath & Plaster Phase Two	$76,226.00	$0.00	$0.00	$0.00	$0.00	0%	$76,226.00	
026	Stucco	$15,245.00	$0.00	$0.00	$0.00	$0.00	0%	$15,245.00	
027	Gypsum Wall Board Systems Phase 1	$22,000.00	$22,000.00	$0.00	$0.00	$22,000.00	100%	$0.00	
	SUB-TOTALS	$1,361,581.00	$258,964.00	$31,700.00	$0.00	$290,664.00	21%	$1,070,917.00	

CONTINUATION PAGE

PROJECT: 510
Additions & Renovations to Pearl River County Courthouse

APPLICATION #: 4
DATE OF APPLICATION: 07/22/2022
PERIOD THRU: 07/22/2022
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A	B	C	D	E	F	G		H	I
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
027a	Gypsum Wall Board Systems Phase 2	$21,574.00	$0.00	$0.00	$0.00	$0.00	0%	$21,574.00	
028	Flooring Phase 1	$45,000.00	$0.00	$0.00	$0.00	$0.00	0%	$45,000.00	
028a	Flooring Phase 2	$44,184.00	$0.00	$0.00	$0.00	$0.00	0%	$44,184.00	
029	Acoustical Ceilings	$32,701.00	$0.00	$0.00	$0.00	$0.00	0%	$32,701.00	
030	Painting Phase One	$60,980.00	$0.00	$0.00	$0.00	$0.00	0%	$60,980.00	
031	Painting Phase Two	$76,226.00	$0.00	$0.00	$0.00	$0.00	0%	$76,226.00	
032	Specialties Installation	$3,201.00	$0.00	$0.00	$0.00	$0.00	0%	$3,201.00	
033	Toilet & Bath Accessories	$1,143.00	$0.00	$0.00	$0.00	$0.00	0%	$1,143.00	
034	Signage	$381.00	$0.00	$0.00	$0.00	$0.00	0%	$381.00	
035	Plaque	$3,049.00	$0.00	$0.00	$0.00	$0.00	0%	$3,049.00	
036	Window Blinds	$60,980.00	$0.00	$0.00	$0.00	$0.00	0%	$60,980.00	
037	A/C Equipment	$125,000.00	$75,000.00	$40,000.00	$0.00	$115,000.00	92%	$10,000.00	
038	Air Distribution Material	$30,000.00	$0.00	$0.00	$0.00	$0.00	0%	$30,000.00	
039	Duct Fabrication Phase 1	$14,000.00	$10,000.00	$4,000.00	$0.00	$14,000.00	100%	$0.00	
039a	Duct Fabrication Phase 2	$14,000.00	$0.00	$0.00	$0.00	$0.00	0%	$14,000.00	
040	Duct Materials Phase 1	$8,000.00	$6,000.00	$2,000.00	$0.00	$8,000.00	100%	$0.00	
	SUB-TOTALS	$1,902,000.00	$349,964.00	$77,700.00	$0.00	$427,664.00	22%	$1,474,336.00	

CONTINUATION PAGE

PROJECT: 510
Additions & Renovations to Pearl River County Courthouse

APPLICATION #: 4
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PROJECT #s:

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ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	COMPLETED WORK		STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
040a	Duct Materials Phase 2	$8,000.00	$0.00	$0.00	$0.00	$0.00	0%	$8,000.00	
041	A/C Rough In	$45,000.00	$0.00	$15,000.00	$0.00	$15,000.00	33%	$30,000.00	
042	Plumbing Rough In	$19,000.00	$0.00	$0.00	$0.00	$0.00	0%	$19,000.00	
043	A/C Trim Out	$15,000.00	$0.00	$0.00	$0.00	$0.00	0%	$15,000.00	
044	Plumbing Fixtures	$25,000.00	$0.00	$0.00	$0.00	$0.00	0%	$25,000.00	
045	Controls	$25,000.00	$0.00	$0.00	$0.00	$0.00	0%	$25,000.00	
046	Test & Balance	$22,000.00	$0.00	$0.00	$0.00	$0.00	0%	$22,000.00	
047	Light Fixtures	$70,000.00	$0.00	$0.00	$0.00	$0.00	0%	$70,000.00	
048	Light Fixtures Rough In Labor	$20,000.00	$9,200.00	$0.00	$0.00	$9,200.00	46%	$10,800.00	
049	Light Fixtures Rough In Material	$25,000.00	$11,500.00	$0.00	$0.00	$11,500.00	46%	$13,500.00	
050	Light Fixtures Trim Out Labor	$9,500.00	$0.00	$0.00	$0.00	$0.00	0%	$9,500.00	
051	Light Fixtures Trim Out Material	$7,000.00	$0.00	$0.00	$0.00	$0.00	0%	$7,000.00	
052	Lighting Controls Labor	$5,500.00	$0.00	$0.00	$0.00	$0.00	0%	$5,500.00	
053	Lighting Controls Material	$4,000.00	$0.00	$0.00	$0.00	$0.00	0%	$4,000.00	
054	Switch Gear	$43,000.00	$0.00	$0.00	$0.00	$0.00	0%	$43,000.00	
055	Switch Gear Labor	$19,000.00	$0.00	$0.00	$0.00	$0.00	0%	$19,000.00	
	SUB-TOTALS	$2,264,000.00	$370,664.00	$92,700.00	$0.00	$463,364.00	20%	$1,800,636.00	

CONTINUATION PAGE

PROJECT: 510
Additions & Renovations to Pearl River County Courthouse

APPLICATION #: 4
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PROJECT #s:

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A	B	C	D	E	F	G		H	I
			COMPLETED WORK						
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
056	Generator	$95,000.00	$0.00	$0.00	$0.00	$0.00	0%	$95,000.00	
057	Generator Pad and Labor	$20,000.00	$0.00	$0.00	$0.00	$0.00	0%	$20,000.00	
058	Fire Alarm	$18,000.00	$0.00	$0.00	$0.00	$0.00	0%	$18,000.00	
059	Fire Alarm Rough In Labor	$11,000.00	$2,000.00	$0.00	$0.00	$2,000.00	18%	$9,000.00	
060	Fire Alarm Rough In Material	$13,000.00	$3,000.00	$0.00	$0.00	$3,000.00	23%	$10,000.00	
061	Fire Alarm Trim Out	$7,000.00	$0.00	$0.00	$0.00	$0.00	0%	$7,000.00	
062	Communications Rough In Labor	$6,000.00	$2,400.00	$0.00	$0.00	$2,400.00	40%	$3,600.00	
063	Communications Rough In Material	$9,000.00	$3,600.00	$0.00	$0.00	$3,600.00	40%	$5,400.00	
064	Feeder Rough In Labor	$8,000.00	$0.00	$3,000.00	$0.00	$3,000.00	38%	$5,000.00	
065	Feeder Rough In Material	$14,000.00	$0.00	$5,000.00	$0.00	$5,000.00	36%	$9,000.00	
066	Feeder Labor	$6,000.00	$0.00	$2,000.00	$0.00	$2,000.00	33%	$4,000.00	
067	Feeder Materials	$15,000.00	$0.00	$0.00	$0.00	$0.00	0%	$15,000.00	
068	Rough Wall Conduit Labor	$25,000.00	$12,500.00	$0.00	$0.00	$12,500.00	50%	$12,500.00	
069	Rough Wall Conduit Material	$30,000.00	$15,000.00	$0.00	$0.00	$15,000.00	50%	$15,000.00	
070	Rough Ceiling Conduit Labor	$25,000.00	$13,100.00	$0.00	$0.00	$13,100.00	52%	$11,900.00	
071	Rough Ceiling Conduit Material	$30,000.00	$15,000.00	$0.00	$0.00	$15,000.00	50%	$15,000.00	
	SUB-TOTALS	$2,596,000.00	$437,264.00	$102,700.00	$0.00	$539,964.00	21%	$2,056,036.00	

CONTINUATION PAGE

PROJECT: 510
Additions & Renovations to Pearl River County Courthouse

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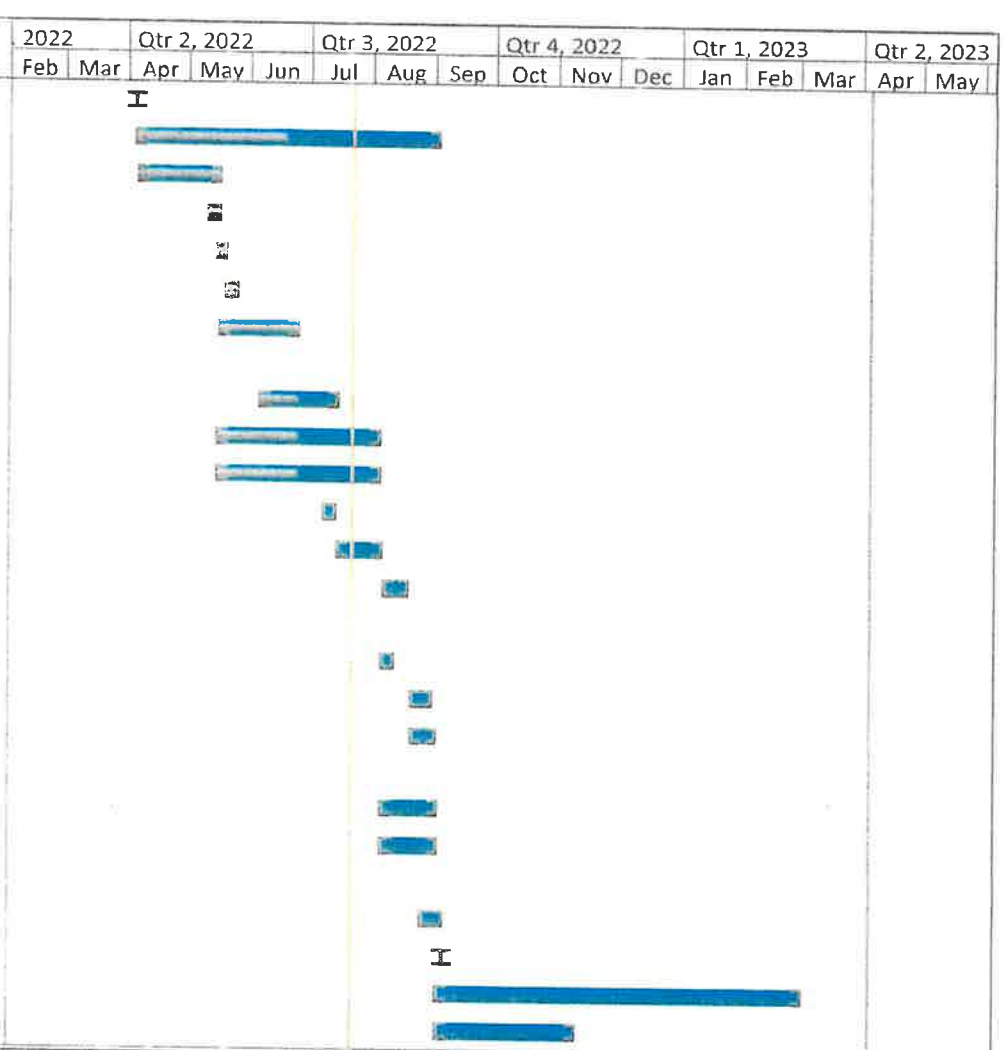
A	B	C	D	E	F	G		H	I
			COMPLETED WORK						
ITEM #	WORK DESCRIPTION	SCHEDULED AMOUNT	AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD	STORED MATERIALS (NOT IN D OR E)	TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)	BALANCE TO COMPLETION (C-G)	RETAINAGE (If Variable)
072	Branch Circuit Wire Labor	$26,000.00	$10,400.00	$0.00	$0.00	$10,400.00	40%	$15,600.00	
073	Branch Circuit Wire Material	$32,000.00	$12,800.00	$0.00	$0.00	$12,800.00	40%	$19,200.00	
074	Branch Circuit Final Connections	$3,500.00	$0.00	$0.00	$0.00	$0.00	0%	$3,500.00	
075	Wiring Devices & Plates Labor	$6,500.00	$0.00	$0.00	$0.00	$0.00	0%	$6,500.00	
076	Wiring Devices & Plates Material	$5,000.00	$0.00	$0.00	$0.00	$0.00	0%	$5,000.00	
077	Project Management	$10,000.00	$3,000.00	$1,000.00	$0.00	$4,000.00	40%	$6,000.00	
078	Storage & Equipment	$4,500.00	$1,000.00	$1,000.00	$0.00	$2,000.00	44%	$2,500.00	
079	Temp Power	$3,250.00	$1,500.00	$0.00	$0.00	$1,500.00	46%	$1,750.00	
080	Grounding	$3,250.00	$0.00	$0.00	$0.00	$0.00	0%	$3,250.00	
	TOTALS	$2,690,000.00	$465,964.00	$104,700.00	$0.00	$570,664.00	21%	$2,119,336.00	

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	1 day	Mon 4/4/22	Mon 4/4/22
2	**Phase 1**	110 day	Mon 4/4/22	Fri 9/2/22
3	Demo	30 days	Tue 4/5/22	Mon 5/16/22
4	Metal Stud Framing	5 days	Tue 5/10/22	Mon 5/16/22
5	Rough Carpenty	5 days	Sun 5/15/22	Thu 5/19/22
6	Sheetrock Hanging	5 days	Thu 5/19/22	Wed 5/25/22
7	Sheetrock finishing / Plastering	30 days	Mon 5/16/22	Fri 6/24/22
8	Painting	30 days	Sun 6/5/22	Thu 7/14/22
9	Mechanical Roughin	60 days	Sun 5/15/22	Thu 8/4/22
10	Electrcial Rough in	60 days	Sun 5/15/22	Thu 8/4/22
11	Ceiling Grid Installation	5 days	Thu 7/7/22	Wed 7/13/22
12	Millwork	17 days	Thu 7/14/22	Fri 8/5/22
13	Doors and Hardware installion	10 days	Sat 8/6/22	Thu 8/18/22
14	Ceiling Tile installation	5 days	Fri 8/5/22	Thu 8/11/22
15	Flooring installation	8 days	Sat 8/20/22	Tue 8/30/22
16	Specialties / Blinds install	10 days	Sat 8/20/22	Thu 9/1/22
17	Mechanical Trim out	21 days	Fri 8/5/22	Fri 9/2/22
18	Electrical Trim out	21 days	Fri 8/5/22	Fri 9/2/22
19	Punch out	8 days	Thu 8/25/22	Mon 9/5/22
20	**Phase 1 Completion**	1 day	Mon 9/5/22	Mon 9/5/22
21	**Phase 2**	130 day	Fri 9/2/22	Thu 3/2/23
22	Demo	50 days	Fri 9/2/22	Thu 11/10/22

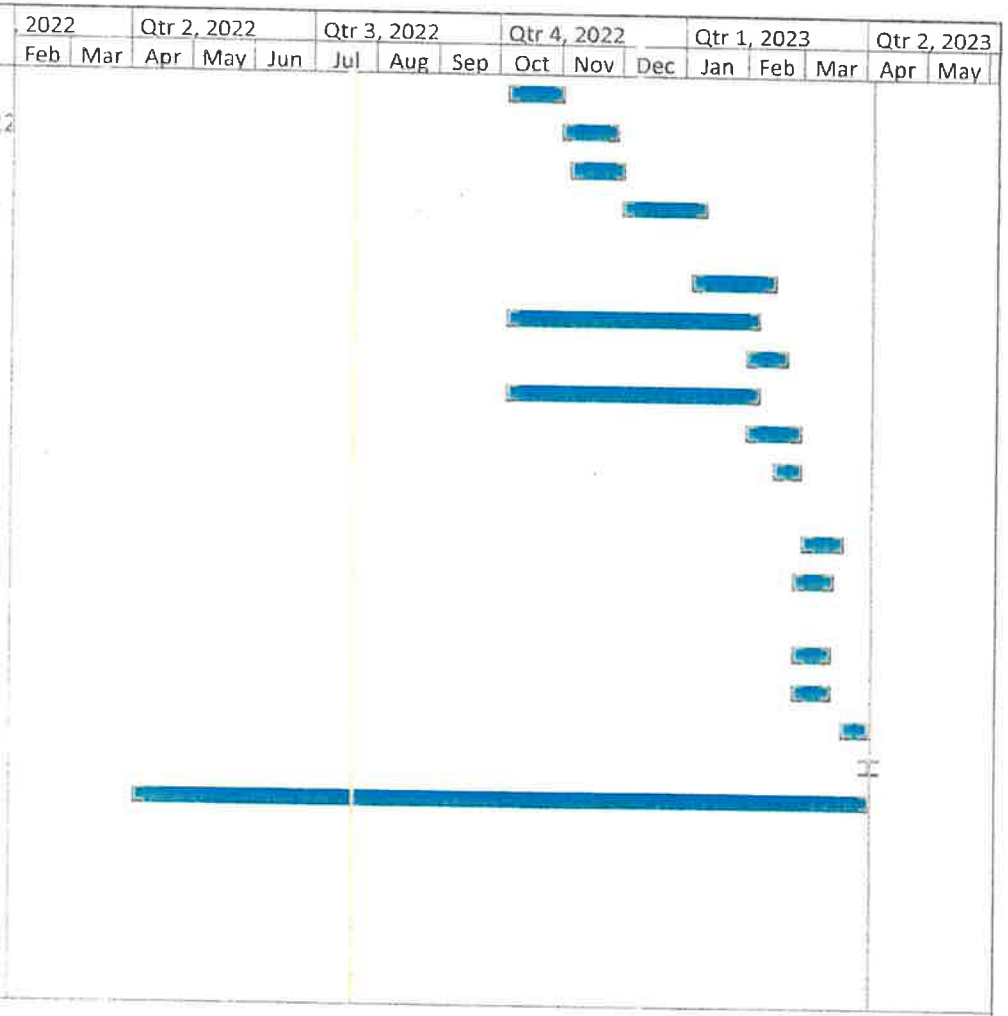


Project: PRCC Renovation.mpp
Date: Fri 7/22/22

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	

A5

ID	Task Name	Duration	Start	Finish
23	Metal Stud Framing	20 days	Wed 10/5/22	Tue 11/1/22
24	Rough Carpenty	20 days	Tue 11/1/22	Mon 11/28/22
25	Sheetrock Hanging	20 days	Sat 11/5/22	Thu 12/1/22
26	Sheetrock finishing / Plastering	30 days	Thu 12/1/22	Wed 1/11/23
27	Painting	30 days	Thu 1/5/23	Wed 2/15/23
28	Mechanical Roughin	90 days	Wed 10/5/22	Tue 2/7/23
29	Ceilng Grid Installation	15 days	Wed 2/1/23	Tue 2/21/23
30	Electrcial Rough in	90 days	Wed 10/5/22	Tue 2/7/23
31	Millwork	20 days	Wed 2/1/23	Tue 2/28/23
32	Doors and Hardware installion	10 days	Wed 2/15/23	Tue 2/28/23
33	Flooring installation	15 days	Wed 3/1/23	Tue 3/21/23
34	Specialties / Blinds install	15 days	Sat 2/25/23	Thu 3/16/23
35	Mechanical Trim out	14 days	Sat 2/25/23	Wed 3/15/23
36	Electrical Trim out	14 days	Sat 2/25/23	Wed 3/15/23
37	Punch out	10 days	Tue 3/21/23	Mon 4/3/23
38	**Phase 2 Completion**	1 day	Tue 4/4/23	Tue 4/4/23
39	Window Restoration	262 day	Mon 4/4/22	Tue 4/4/23
40				
41				
42				
43				
44				



Project: PRCC Renovation.mpp
Date: Fri 7/22/22

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	

LANDRY · LEWIS · GERMANY
ARCHITECTS, P.A.
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Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

197

INVOICE

CN 17-3627A-006

July 26, 2022

Pearl River County
P.O. Box 569
Poplarville, MS, 39470

ATTN: Adrain Lumpkin

RE:

Pearl River County Courthouse Add. & Ren.
Poplarville, MS

For Professional Services Rendered

Fee Structure Basis for Design Services: Percentage of Construction Cost

For Professional Services Rendered from June 26, 2022 through July 25, 2022

Est. Construction Cost:* $ 2,690,000.00 Percentage Fee 7.00%

Percentage Design Services

Phase of Work	% of Fee		Phase Fee*		% Complete		Current Status*
Schematic Design	15%	=	$ 28,245.00	X	100%	=	$ 28,245.00
Design Development	20%	=	$ 37,660.00	X	100%	=	$ 37,660.00
Construction Documents	40%	=	$ 75,320.00	X	100%	=	$ 75,320.00
Bidding and Negotiation	5%	=	$ 9,415.00	X	100%	=	$ 9,415.00
Construction**	20%	=	$ 37,660.00	X	20%	=	$ 7,589.83
Totals*	100%	=	$ 188,300.00		Total Earned	=	$ 158,229.83
					Less Previous Invoiced	=	$ 156,837.32
					Total Percentage Invoice	=	$ 1,392.51

*Upon determination of updated estimated cost of actual construction cost, this amount will be adjusted.

**Monthly invoice based upon contractors percentage of completion.

***Alternates Not Accepted and Deduct Change Orders are invoiced through Bidding and Negotiating Services - not in Construction.

Construction Administration Services Detail

Contractor	Base Bid*	Alternates Accepted*	Alternates Not Accepted***	Change Orders Add	Change Orders Deduct***		Total Contract**
Hanco Corporation	$ 2,690,000.00	$ -	$ -	$ -	$ -	=	$ 2,690,000.00
					Total Earned Less Retainage	=	$ 542,130.80
					Less Previous Applications for Payment	=	$ 442,665.80
					Total Due Current Contractor Application for Payment	=	$ 99,465.00

Hourly Services Plus Expenses and Reimbursables

Title	Hours	X		Rate/Hour	=	Total
Principal/Architect	0	X	$	150.00	=	$ -
Project Manager	0	X	$	125.00	=	$ -
Construction Administrator	0	X	$	125.00	=	$ -
Senior Drafting	0	X	$	100.00	=	$ -
Drafting	0	X	$	75.00	=	$ -
Clerical	0	X	$	50.00	=	$ -
Consultants	See attached copies of consultant invoices					$ -
Reimbursable Expenses	See attached for detail.					$ -
					Total Due Hourly Services Plus Expenses and Reimburables	$ -

Total Amount Due this Invoice $ 1,392.51

ORDER TO APPROVE TRAVEL

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter of travel for county employees and officials.

Upon motion made by Jason Spence and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve travel for the following listed officials and county employees to attend various workshops, seminars, and meetings listed below and that reimbursement for any expenses incurred be and is hereby approved, including, but not limited to, travel, meals, lodging registration fees and other expenses incidental to said workshops, seminars, and meetings.

Penny Fleming and Tina Ladner to IAAO Course 101 in Starkville, MS on September 18-23, 2022

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Jason Spence, and Sandy Kane Smith
Voting NAY: None
Absent: Hudson Holliday

199

GARY BEECH
PEARL RIVER COUNTY
TAX ASSESSOR AND COLLECTOR
P.O. BOX 509
POPLARVILLE, MISSISSIPPI 39470

PHONES:
ASSESSOR - COLLECTOR
601-403-2224
601-749-7740

August 1, 2022

Board of Supervisors
Poplarville, Ms

Please make the following a part of your official minutes. Please record approved travel for Penny Fleming and Tina Ladner to Starkville on September 18-23, 2022 for IAAO Course 101. Please authorize the Clerk of Board to issue warrants for course and hotel registrations.

Sincerely

Gary Beech, Tax Assessor/Collector
Pearl River County

ORDER TO APPROVE ROAD DEPARTMENT'S AGENDA ITEMS

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to approve Road Department's Agenda Items.

Upon motion made by Jason Spence and seconded by Hudson Holliday, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to approve the following Road Department's Agenda Items as listed with attachments:

A. Approve request to continue enrollment in the Beaver Control Assistance Program for 2023.

B. Approve Poplarville School District's Bus Turnaround Master List for 2022-2023 School Year as listed:

3824	Hwy 26 West
105	Highpoint Road
34	C.J. Seal Road
186	Three Ponds Drive
2910	Hwy 53
61	Arlena Drive
68	Moore Road
80	Benton Seal Road
48	Seal & White Road
398	Ott Stanfore Road
1624	Spring Hill Road
49	Chester Lee Road
8047	Hwy 43 North
86	Golden Pond Lane
73	Cedar Grove Lane
47	Rochelle Drive
113	Lake Drive
93	Wayne Ladner Road
6	Edward Seal Road
18	Blueberry Road - Lot B
99	Bob Dryer Road
173	Pin Oak Drive
20	Tack Stanford Road
500	Gobblerhead Road

(CONTINUED ON NEXT PAGE)

36	Shannon Rawls Road
43	Randall Road
219	Smith and Peters Road
273	Slade Woodward Road
32	Wildlife Drive
94	Jimmy Reyer Road
206	Hillview Drive
5	Buford Lane
9203	Hwy 11
5	Zachery Lane
193	Pincrest Drive
138	Ronnie Brown Road
211	Mill Creek Road
24	Wild Turkey Lane
351	Restertown Road
1374	John Amacker Road
195	Ben Sones Road
124	Flynn Road

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, Jason Spence, and Sandy Kane Smith
Voting NAY: None

Pearl River County Road Department

To:	Pearl River County Board of Supervisors
From:	Charlie Schielder
CC:	
Date:	7/27/2022
Re:	Beaver Control Program (BCAP)

Comments: I would like to request to continue our enrollment in the Beaver Control Program. The cost per county will be $7500 annually.

USDA

United States Department of Agriculture

Animal and Plant Health Inspection Service

Wildlife Services

P O Drawer FW
Mississippi State, MS 39762

Phone: 662-325-3014
Fax: 662-325-3690

July 19, 2022

To Whom It May Concern:

I have enclosed the Cooperative Service Agreement for your County Office to complete so that Pearl River County will be included in the 2023 Beaver Control Assistance Program (BCAP).

Please fill out the highlighted areas on the Cooperative Service Agreement and return to the Mississippi State Office as soon as possible.

I have also included an invoice for payment in the amount of $7,500.00 for the enrollment fee. Please send your payment to the Mississippi State Office by October 31, 2022.

USDA APHIS Wildlife Services
PO Drawer FW
Mississippi State, MS 39762

Feel free to contact me with any questions or concerns at (662) 325-3014.

Thank you,

Brenda Clayton
Program Support Assistant

enclosures

Version 7/2019

WS Agreement Number: 23-7228-8008-RA
WBS:_____
[optional] Cooperator PO: _____

COOPERATIVE SERVICE AGREEMENT
between
Pearl River County
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353. , to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS-WS and the Cooperator agree:

1. The Cooperator will provide payment at the time of service to "USDA, APHIS" in the amount of $ 7,500.00.
2. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
3. Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.
4. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management services that the Cooperator is seeking from APHIS-WS.
5. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
6. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement also may be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 5

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise there from.

ARTICLE 6

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).
This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

This agreement shall become effective October 1, 2022, and shall continue until September 30, 2023. This agreement may be amended or terminated at any time by mutual agreement of the parties in writing. Further, in the event the Cooperator does not, for any reason, provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

As required by Debt Collection Improvement Act of 1996:
Cooperator's Tax ID No.: _____
APHIS-WS's Tax ID: 41-0696271

Cooperator Name/signer, Address

8-1-2022

Cooperator's Signature Date

APHIS-WS State Office/signer, Address
USDA-APHIS-Wildlife Services
P.O. Drawer FW
Mississippi State, MS 39762

APHIS-WS State Director's Signature Date

Version 7/2019

WS Agreement Number: 23-7228-8008-RA
WBS: _____
[optional] Cooperator PO: _____

WORK PLAN

Wildlife Species: Beaver, Muskrat, Nutria

Location: Pearl River County, MS

Services Provided: BCAP Enrollment fee **Effective Date October 1, 2022 to September 30, 2023**

WS will provide animal damage management for the named county to reduce damage by beaver, muskrat, nutria to the lowest level possible as long as funds are available*. Target animals will be removed with Conibear body grip traps, snares, leg-hold traps, and shooting. Beaver dams will be removed by hand, or explosives utilized by WS, or backhoe when assisted by the county road department.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		$4,856.00
Travel		
Vehicles		
Other Services		
Supplies and Materials		$1,601.00
Equipment		
Subtotal (Direct Charges)		$6,457.00
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	
Indirect Costs	16.15%	$1,043.00
Aviation Flat Rate Collection		
Agreement Total		$7,500.00

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: $7,500.00
*Services will be provided as long as funds are available. When current funds have been exhausted services will cease unless further funds are provided.

Financial Point of Contact/Billing Address:

Cooperator Name, Address, Phone Number, Email

Pearl River County
P.O. Box 569
Poplarville, MS 39470
601-403-2302
601-403-2321 (Billing)
pbowers@pearlrivercounty.net

APHIS-WS State Office Name, Address, Phone Number, Email

USDA APHIS Wildlife Services

Brenda Clayton

PO Drawer FW

Mississippi State, MS 39762

662-325-3014

brenda.clayton@usda.gov

USDA

United States Department of Agriculture | Animal and Plant Health Inspection Service | Wildlife Services | MISSISSIPPI

BILL FOR COLLECTION

COOPERATOR

Pearl River County
Tammy Merritt
8953 Hwy 11
Poplarville, MS 39470

Telephone: 601-403-2302

Bill Number	BD 7228-22-407
Billing Date	7/19/2022
Payment Due	**10/31/2022**

DETAIL

DESCRIPTION	AMOUNT
ENROLLMENT FEE FOR BEAVER CONTROL ASSISTANCE PROGRAM FY 2023	$7,500.00

TOTAL DUE:	**$7,500.00**

PLEASE INCLUDE A COPY OF THIS BILL WITH YOUR PAYMENT

ACCOUNT SUMMARY

For internal use only

Total	**$7,500.00**

NEW INFORMATION ABOUT HOW TO PAY

Please remit payment within 30 days to USDA, APHIS
PO Drawer FW
Mississippi State, MS 39762

PAYMENTS MUST INCLUDE A COPY OF THIS BILL

Make checks payable to: USDA-APHIS

Please write your bill number on your check

For questions concerning this bill, please contact:
Brenda Clayton 662-325-3014

In accordance with the Debt Collection Improvement Act of 1996, invoices issued by USDA-APHIS are due and payable within 30 days. Payments not received by the due date are subject to late payment charges assessed at the rate established by the Dept. of Treasury (31 USC 3717).

Please be sure to mail your check to the following address:

USDA APHIS WILDLIFE SERVICES
P O DRAWER FW
MISSISSIPPI STATE, MS 39762

☐ Cooperator Copy ☐ Remittance Copy ☐ State Office Copy/Fax ART

WS Form 16

Poplarville School District/Transportation
Jason Jones / Director 206
Christian Cuevas | Administrative Assistant
31 School Bus Circle, Poplarville, MS 39470
601.795.4728 (p) | 601.795.3102 (f)
www.poplarvilleschools.org

July 2022

Dear Board of Trustees,

Please consider approving the attached School Bus Turnaround requests for the 2022-2023 School Year.

Thank you,

Jason Jones
Transportation Director

BOARD APPROVED

JUL 25 2022

Poplarville School District

Poplarville School District/Transportation
Jason Jones | Director
Christian Cuevas | Administrative Assistant
31 School Bus Circle,, Poplarville, MS 39470
601.795.4728 (p) | 601.795.3102 (f)
www.poplarvilleschools.org

207

2022- 2023 School Bus Turnarounds (Board Approved 7/25/22)

Bus 1	3824 Hwy 26 West, Poplarville - Kelly Taylor 105 Highpoint RD, Carriere- Leonard Hennesy 34 C. J. Seal RD, Poplarville- Angela Chaisson
Bus 50	186 Three Ponds Drive, Poplarville- Julian and Catherine Chiasson 2910 Hwy 53, Poplarville- Paul & Melissa Galvin
Bus 51	61 Arlena Lane, Poplarville- Carla Boren
Bus 54	68 Moore Rd, Poplarville- Kelby Young ~~61 Peters Rd, Poplarville- Ola Smith~~ ADDRESS UNKNOWN
Bus 55	80 Benton Seal Rd, Poplarville- Donna Beckham 48 Seal & White RD, Poplarville- Gearldine Seal
Bus 56	398 Ott Stanford Rd, Poplarville- Bobby and Gloria McGinnis 1624 Spring Hill RD, Poplarville- William Strahan
Bus 57	49 Chester Lee RD, Poplarville- James and Kristal Hulsey 8047 Hwy 43 North, Poplarville - Brent Miley 86 Golden Pond Lane, Poplarville- Mark & Heather Dunham
Bus 58	73 Cedar Grove Lane, Poplarville- Kelly Knight Barnett 47 Rochelle Dr, Poplarville- Onnie Ray & Diana Bond
Bus 59	113 Lake Dr., Poplaville- Joey and Lynsey Delaune
Bus 60	93 Wayne Ladner Rd, Poplarville- Troy & Felicia Dedeaux 6 Edward Seal Rd, Poplarville- Joseph Seal 18 BlueBerry RD, Lot B, Poplarville- Phillip Timothy & Cynthia Boone

Poplarville School District/Transportation 208
Jason Jones | Director
Christian Cuevas | Administrative Assistant
31 School Bus Circle,, Poplarville, MS 39470
601.795.4728 (p) | 601.795.3102 (f)
www.poplarvilleschools.org

Bus 61	99 Bob Dryer RD, Poplarville- Herschel and Susie Hudson
	173 Pin Oak Drive, Poplarville - Stephanie Craddack
Bus 62	
Bus 63	20 Tack Stanford Rd, Poplarville- Raymond Golleher
	500 Gobblerhead Rd, Poplarville- Jeff & Karen Montegut
	36 Shannon Rawls Rd, Poplarville - Nina Stevison
Bus 64	43 Randall Rd, Poplarville- Ashley & Jonathan Maldonado
	219 Smith and Peters RD, Poplarville- Ralph Nobles
	273 Slade Woodard Rd, Poplarville - Ollie & Lucretia Harrell
	32 Wildlife Dr, Poplarville - Maynard Hyland
Bus 65	94 Jimmy Reyer Rd, Poplarville- Sandra Chappell
	206 Hillview Dr, Poplarville- Pam Nuccio
	5 Buford Dr, Poplarville- Teen Challenge of MS
	9203 Hwy 11 S., Poplarville- Jacob's Well
	5 Zackery Ln, Poplarville- Brandi Phillips
	193 Pincrest Dr, Poplarville - Erica Heath & Scott Heath
Bus 66	138 Ronnie Brown Rd, Poplarville- LaRon Brown
	211 Millcreek RD, Poplarville- Cinidhel Barrios
	24 Wild Turkey Lane, Poplarville - Troy Bourgeois
	351 Restertown Rd, Poplarville- Patty Taylor (NO LONGER NEEDED)
Bus 67	1374 John Amacker Rd, Poplarville- Garry Smith
	195 Ben Sones Rd, Poplarville- Alice Gilleo
Bus 68	124 Flynn Rd, Poplarville - Karen Susie Wheat Hall

TRANSPORTATION TURN AROUND FORM

209

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Kelly Taylor

LOCATION OF PROPERTY: Crossroads

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 3824 Hwy 26 W Poplarville ms 39470

SUPERVISOR DISTRICT: 2 NAME OF SUPERVISOR: Malcolm Perry

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Kelly Taylor

NAME OF BUS DRIVER: Kelly Taylor

BUS ROUTE NUMBER: _____ BUS NUMBER: 1

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Between the weigh Station and Crossroads Feed and Seed Store and across from an empty building with 'Fast Cash' on the windows.

Kelly Taylor AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Kelly Taylor — Signature of Property Owner — Date: 4-28-22

Signature of Transportation Supervisor — Date: 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date: 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-27-22
Robert

TRANSPORTATION TURN AROUND FORM 210

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Leonard Hennesy

LOCATION OF PROPERTY: 105 Highpoint RD Carriere Ms

SECTION: _____ TOWNSHIP: Carriere RANGE: _____

E911 ADDRESS: 105 Highpoint Carriere Ms

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: Malcolm Perry

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

N/A

NAME OF BUS DRIVER: Kelley Taylor

BUS ROUTE NUMBER: _____ BUS NUMBER: 1

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

26 west to 43 South to east on Joe stockstill to north on Overlook to Highpoint RD.

Leonard Hennesy AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Leonard R. Hennesy — 5-14-2022

Signature of Property Owner — Date

_____ — 7-20-22

Signature of Transportation Supervisor — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

_____ — 7/26/22

Signature of Superintendent of Education — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ — _____

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-27-22
Robert

TRANSPORTATION TURN AROUND FORM

211

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Angela Chaisson

LOCATION OF PROPERTY: 34 C.J. Seal Rd

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 34 C. J. Seal Rd

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Angela & Jonathan Chaisson

NAME OF BUS DRIVER: Mrs. Taylor

BUS ROUTE NUMBER: 1 BUS NUMBER: 1

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Hwy 24 w turn Right C.J. Seal Rd Mobile home to right

Angela Chaisson AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Angela M. Chaisson — 5/11/22

Signature of Property Owner — Date

[signature] — 7-20-22

Signature of Transportation Supervisor — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

[signature] — 7/26/22

Signature of Superintendent of Education — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ — _____

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-28-22

Robert

TRANSPORTATION TURN AROUND FORM

212

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Julian + Catherine Chiasson

LOCATION OF PROPERTY:

SECTION: 02 TOWNSHIP: 04S RANGE: 15W

E911 ADDRESS: 186 Three Ponds Dr. Poplarville

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

NAME OF BUS DRIVER:

BUS ROUTE NUMBER: _____ BUS NUMBER: 50

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Hwy 53 S out of Poplarville left onto Petsish Rd, go to end left onto 3 Ponds, go 1 mile trailer on Right

_____ AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Signature of Property Owner — Date: 5-6-22

Signature of Transportation Supervisor — Date: 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date: 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

Approved 7-27-22 Dudley Rice

TRANSPORTATION TURN AROUND FORM

213

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Paul & Melissa Galvin

LOCATION OF PROPERTY: 2910 Hwy 53

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 2910 Hwy 53 Poplarville MS 39470

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Tony & Jennifer Dedeaux

NAME OF BUS DRIVER: _____

BUS ROUTE NUMBER: _____ BUS NUMBER: ~~40~~ 50

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Southbound Hwy 53 across from McNeil-Stephollow Rd.

approved 7-27 7' gravel Dallas

Melissa Galvin AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Melissa Galvin — Signature of Property Owner — Date 6/1/22

Jason [illegible] — Signature of Transportation Supervisor — Date 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

[illegible] — Signature of Superintendent of Education — Date 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ President of the Board of Supervisors — Date _____

Attest: _____, Clerk of the Board.

214

TRANSPORTATION TURN AROUND FORM

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 22/23

OWNER OF PROPERTY: Carla Boren

LOCATION OF PROPERTY: 61 Arlena Ln

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 61 Arlena Ln Poplarville

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: _____

NAME OF BUS DRIVER: _____

BUS ROUTE NUMBER: _____ BUS NUMBER: 57

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

_____.

Approved 7-22-22 Dwilly Perry

Carla Boren AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Carla Boren — Signature of Property Owner — Date: 5/8/22

Signature of Transportation Supervisor — Date: 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date: 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____APPROVED ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

TRANSPORTATION TURN AROUND FORM

215

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Kelby Young

LOCATION OF PROPERTY: 68 Moore Rd Poplarville MS

SECTION: 28 TOWNSHIP: 2 South RANGE: 16 West

E911 ADDRESS: 68 Moore Rd Poplarville MS

SUPERVISOR DISTRICT: Beat 1 NAME OF SUPERVISOR: Donald Hart

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Kelby Young

NAME OF BUS DRIVER:

BUS ROUTE NUMBER: BUS NUMBER: 54

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Kelby Young AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Signature of Property Owner — Date: 4/26/22

Signature of Transportation Supervisor — Date: 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date: 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-27-22
Robert J

TRANSPORTATION TURN AROUND FORM

216

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 2022/2023

OWNER OF PROPERTY: Donna Beckham

LOCATION OF PROPERTY: 80 Benton Seal Rd Poplarville, MS 39470

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 80 Benton Seal Rd Poplarville MS 39470

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Michael Purcell & Amanda Beckham

NAME OF BUS DRIVER: Teresa Brown

BUS ROUTE NUMBER: _____ BUS NUMBER: 55

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Off of Hwy 43

Donna Beckham AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Signature of Property Owner — Date 5/9/22

Signature of Transportation Supervisor — Date 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-28-22

Robert

~~55~~ 217

TRANSPORTATION TURN AROUND FORM

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Geraldine Seal

LOCATION OF PROPERTY: 48 Seal & White Rd

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 48 Seal & White Rd

SUPERVISOR DISTRICT: 2 NAME OF SUPERVISOR: Raymond Perry

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: Tyler & Brittney Seal

NAME OF BUS DRIVER: Theressa Brown

BUS ROUTE NUMBER: _____ BUS NUMBER: _____

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

come to ~~[illegible]~~ Crossroads on 26 west to 43 north. take first left come to dead end

Geraldine Seal AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Geraldine Seal — Signature of Property Owner — Date: 5-3-2020

[signature] — Signature of Transportation Supervisor — Date: 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

[signature] — Signature of Superintendent of Education — Date: 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ President of the Board of Supervisors — Date: _____

Attest: _____, Clerk of the Board.

Need gravel where the bus pull's in to my yard making ruts

7-28-22 Robert

TRANSPORTATION TURN AROUND FORM

218

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 2022/2023

OWNER OF PROPERTY: Bobby and Gloria mcGinnis

LOCATION OF PROPERTY: Pearl River county

SECTION: 01 TOWNSHIP: 01S RANGE: 16W

E911 ADDRESS: 398 Ott Stanford Rd

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

David and Jenifer mcGinnis

NAME OF BUS DRIVER: Lee Stewert

BUS ROUTE NUMBER: _____ BUS NUMBER: 56

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Springhill Road to Ott Stanford Rd at T in Road take left go until you see 3 mail Boxes in a row and right side of Road turn in that Drive sist trailor on left

Gloria mcGinnis AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Gloria mcGinnis — Signature of Property Owner

4/26/2022 — Date

Signature of Transportation Supervisor

7-20-22 — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education

7/26/22 — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors

Date

Attest: _____, Clerk of the Board.

7-27-22
Robert L

TRANSPORTATION TURN AROUND FORM

219

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: William Strahan

LOCATION OF PROPERTY: _____

SECTION: 7 TOWNSHIP: 1-South RANGE: 15-West

E911 ADDRESS: 1624 Spring Hill Rd Lumberton MS 39455

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Jamie Strahan

NAME OF BUS DRIVER: Mr. Lee

BUS ROUTE NUMBER: _____ BUS NUMBER: 56

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

_____

_____

_____

_____.

_____AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Signature of Property Owner — Date: 4/26/22

Signature of Transportation Supervisor — Date: 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date: 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

Circle drive weeds work 7-27-22

TRANSPORTATION TURN AROUND FORM

220

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: James & Kristal Hulsey

LOCATION OF PROPERTY: 49 Chester Lee Rd.

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 49 Chester Lee Rd

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

_____

NAME OF BUS DRIVER: _____

BUS ROUTE NUMBER: _____ BUS NUMBER: 57

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Chester Lee Rd off of Holden Rd

James & Kristal Hulsey AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Signature of Property Owner — Date: 5/2/22

Signature of Transportation Supervisor — Date: 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date: 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-27-22
Robert L

221

TRANSPORTATION TURN AROUND FORM

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Brent or Marie Miley

LOCATION OF PROPERTY: 8047 Hwy. 43 North

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 8047 Hwy. 43 N

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Brent Miley / Marie Miley

NAME OF BUS DRIVER: Sandy

BUS ROUTE NUMBER: _____ BUS NUMBER: 57

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

5.5 miles North Hwy 26 poplarville ms. - 1-mile North old Camp Rd. going North. - 1 mile South Baughman Rd. going South.

Brent Miley AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Brent Miley — 5-4-22

Signature of Property Owner — Date

[signature] — 7-20-22

Signature of Transportation Supervisor — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

[signature] — 7/26/22

Signature of Superintendent of Education — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ — _____

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-28-22

Robert

222

TRANSPORTATION TURN AROUND FORM

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 2022/2023

OWNER OF PROPERTY: Mark & Heather Dunnam

LOCATION OF PROPERTY: 86 Golden Pond Lane Poplarville, MS 39470

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: _____

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Mark & Heather Dunnam

NAME OF BUS DRIVER: _____

BUS ROUTE NUMBER: _____ BUS NUMBER: 57

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

_____

_____

_____

_____ AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Signature of Property Owner — Date: May 12, 2022

Signature of Transportation Supervisor — Date: 5-17-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date: 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-27-22
Robert

TRANSPORTATION TURN AROUND FORM

223

POPLARVILLE SCHOOL DISTRICT

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 2022/2023

OWNER OF PROPERTY: Kelly Knight Barnett

LOCATION OF PROPERTY: 73 Cedar Grove Lane

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 73 Cedar Grove Lane

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: Kelly K. Barnett

NAME OF BUS DRIVER: _____

BUS ROUTE NUMBER: _____ BUS NUMBER: 58

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

_____

_____

_____

_____.

Approved 7-22-22 Owner Rec

Kelly K. Barnett AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Kelly K. Barnett — 5/2/22

Signature of Property Owner — Date

[signature] — 7-20-22

Signature of Transportation Supervisor — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

[signature] — 7/26/22

Signature of Superintendent of Education — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ — _____

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

224

TRANSPORTATION TURN AROUND FORM

POPLARVILLE SCHOOL DISTRICT

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 2022/2023

OWNER OF PROPERTY: Onnie Ray + Diana Bond

LOCATION OF PROPERTY: 47 Rochelle Dr Lumberton Ms

SECTION: 24 TOWNSHIP: 02S RANGE: 14W

E911 ADDRESS: 47 Rochelle Dr Lumberton Ms

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: Atisha Scalzo

NAME OF BUS DRIVER: _____

BUS ROUTE NUMBER: 58 BUS NUMBER: Ms. Ann

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

HW 26 E to Sammy Jo Rd.
left on Rochelle DR
driveways on both side of street

_____ AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

O. Ray + Diana Bond — 5-2-22
Signature of Property Owner — Date

_____ — 7-20-22
Signature of Transportation Supervisor — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

_____ — 7/26/22
Signature of Superintendent of Education — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ — _____
President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

Approved 7-21-22 Dwillen

TRANSPORTATION TURN AROUND FORM

225

POPLARVILLE SCHOOL DISTRICT

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 2022/2023

OWNER OF PROPERTY: Joey and Lynsey Delaune

LOCATION OF PROPERTY: 113 lake dr Poplarville MS 39470

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: _____

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Joey & Lynsey Delaune

NAME OF BUS DRIVER: Carrie Summers

BUS ROUTE NUMBER: 59 BUS NUMBER: 59

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

We need new Rocks on driveway

Approved 7-27-22 Deadline 7-27-22

Lynsey Delaune AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Lynsey Delaune — Signature of Property Owner — Date 5/2/22

Signature of Transportation Supervisor — Date 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

TRANSPORTATION TURN AROUND FORM

226

POPLARVILLE SCHOOL DISTRICT

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 2022/2023

OWNER OF PROPERTY: Tray + Felicia Dedeaux

LOCATION OF PROPERTY: 93 Wayne Ladner Rd

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: _____

SUPERVISOR DISTRICT: 3 NAME OF SUPERVISOR: Hudson Holiday

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: Felicia Dedeaux

NAME OF BUS DRIVER: Kamilka Dedeaux

BUS ROUTE NUMBER: _____ BUS NUMBER: ~~62~~ 60

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Progress/Silver run Road, TO Slick lee Road TO Edward Seal Road, - Wayne Ladner Rd

Felicia Dedeaux AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Felicia Dedeaux — 4-27-22

Signature of Property Owner — Date

[signature] — 7-20-22

Signature of Transportation Supervisor — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

[signature] — 7/24/22

Signature of Superintendent of Education — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ — _____

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

Approved 7-27-22 DWM

TRANSPORTATION TURN AROUND FORM

227

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Joseph Seal

LOCATION OF PROPERTY: 16 Edward Seal Rd Poplarville, MS 39470

SECTION: 2 TOWNSHIP: 3 RANGE: 14

E911 ADDRESS: 16 Edward Seal Rd Poplarville, MS 39470

SUPERVISOR DISTRICT: 3 NAME OF SUPERVISOR: Hudson Holliday

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: Ashley Cuevas

NAME OF BUS DRIVER: Kamika Dedeaux

BUS ROUTE NUMBER: _____ BUS NUMBER: ~~62~~ 60

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

First drive way on the right down Edward Seal Rd. First house (blue)

Approved 7-27-22 Dudley Rec'd

Joseph Seal AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Joseph L. Seal — Signature of Property Owner — Date: 7/26/22

Signature of Transportation Supervisor — Date: 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date: 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

TRANSPORTATION TURN AROUND FORM

228

POPLARVILLE SCHOOL DISTRICT

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 2022-2023

OWNER OF PROPERTY: Phillip Timothy + Cynthia Boone

LOCATION OF PROPERTY:

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 18 Blueberry Rd, Lot B Poplarville, MS

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Phillip + Cindy Boone

NAME OF BUS DRIVER: Kameka

BUS ROUTE NUMBER: _____ BUS NUMBER: ~~62~~ 60

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Turn on Progress Rd off of HW 53 - Go 6 miles to Blueberry Rd on ~~left~~ Right - 1st brick house on right.

Approved 7-22-22 Dwellen Pierce

Phillip + Cynthia Boone AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Phillip Boone Cynthia Boone — 3/30/22

Signature of Property Owner — Date

Jason Jones — 4-5-22

Signature of Transportation Supervisor — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

_____ — 7/26/22

Signature of Superintendent of Education — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ — _____

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

River Cades

TRANSPORTATION TURN AROUND FORM

229

POPLARVILLE SCHOOL DISTRICT

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 22-23

OWNER OF PROPERTY: HERSHEL and SUZIE HUDSON

LOCATION OF PROPERTY: 99 BOB DREYER Rd. Poplarville, MS.

SECTION: _____ **TOWNSHIP:** _____ **RANGE:** _____

E911 ADDRESS: 99 Bob Dryer Rd, Poplarville, MS 39470

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: _____

NAME OF BUS DRIVER: Cheryl Bergeron

BUS ROUTE NUMBER: 61 BUS NUMBER: 61

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

INTERSECTION of LUTHER LADNER - McNeil McHENRY Rd. left @ BOB DREYER and McNeil McHenry.

E. SUZANNE HUDSON AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Signature of Property Owner — Date: 4-19-22

Signature of Transportation Supervisor — Date: 7-20-22

Approved 7-27-22 Dwalin Rivers

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022, and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date: 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby _____ APPROVED _____ REJECTED by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

61

TRANSPORTATION TURN AROUND FORM 230

POPLARVILLE SCHOOL DISTRICT

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 2022 - 2023

OWNER OF PROPERTY: Stephanie Craddock

LOCATION OF PROPERTY: 173 Pin Oak Dr. Poplarville ms, 39470

SECTION: 33 TOWNSHIP: 3S RANGE: 15W

E911 ADDRESS: 173 Pin Oak Dr. Poplarville, ms 39470

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: Stephanie Craddock

NAME OF BUS DRIVER: _____

BUS ROUTE NUMBER: _____ BUS NUMBER: _____

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Savannah Millard + Pin Oak Dr. property is at end of pin Oak. Turn around anywhere.

Approved 7-22-22 Pearl River County

Stephanie Craddock AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Stephanie Craddock — Signature of Property Owner — Date: 6/21/22

Jason — Signature of Transportation Supervisor — Date: 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

_____ Signature of Superintendent of Education — Date: 7/24/22

Board of Supervisors Action:

The above request from the **Poplarville** School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ President of the Board of Supervisors — Date _____

Attest: _____, Clerk of the Board.

TRANSPORTATION TURN AROUND FORM

231

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 2022/2023

OWNER OF PROPERTY: Raymond Golleher

LOCATION OF PROPERTY: 20 Tack Stanford rd.

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 20 Tack Stanford rd.

SUPERVISOR DISTRICT: 2 NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: Raymond Golleher

NAME OF BUS DRIVER: Karen Montagut

BUS ROUTE NUMBER: _____ BUS NUMBER: 63

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Take Ford's Creek rd. til you reach Burge and Reyer rd. on the right, app. 10 miles. Turn down Burge + Reyer rd. 3 miles, Tack Stanford is on the left.

Raymond Golleher AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Raymond Golleher — 4-28-22

Signature of Property Owner — Date

[signature] — 7-20-22

Signature of Transportation Supervisor — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

[signature] — 7/26/22

Signature of Superintendent of Education — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ — _____

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-27-22
Robert L

TRANSPORTATION TURN AROUND FORM 232

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: JEFF & KAREN MONTEGUT

LOCATION OF PROPERTY: 500 GOBBLER HEAD RD

SECTION: 35 TOWNSHIP: 1S RANGE: 17W

E911 ADDRESS: 500 GOBBLER HEAD RD

SUPERVISOR DISTRICT: 2 NAME OF SUPERVISOR: MALCOLM PERRY

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: JEFF & KAREN MONTEGUT

NAME OF BUS DRIVER: KAREN MONTEGUT

BUS ROUTE NUMBER: _____ BUS NUMBER: 63

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY: BETWEEN HWY 43 & FORDS CREEK RD

JEFF MONTEGUT AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Jeff Montegut — 4/28/22

Signature of Property Owner — Date

7-20-22

Signature of Transportation Supervisor — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

7/26/22

Signature of Superintendent of Education — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ _____

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-27-22
Robert

TRANSPORTATION TURN AROUND FORM 233

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Nina Stevison

LOCATION OF PROPERTY: 36 Shannon Rawls Rd

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: _____

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: Meagan Jarrell

NAME OF BUS DRIVER: Karen

BUS ROUTE NUMBER: _____ BUS NUMBER: 603

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Driveway is public and big turn area in front of the house

Nina Stevison AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Signature of Property Owner — Date: 5/2/22

Signature of Transportation Supervisor — Date: 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date: 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-27-22
Robert

TRANSPORTATION TURN AROUND FORM 234

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 2022/2023

OWNER OF PROPERTY: Ashley & Jonathan Maldonado

LOCATION OF PROPERTY: 43 Randall Rd. Poplarville, MS 39470

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: _____

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Ashley & Jonathan Maldonado

NAME OF BUS DRIVER: _____

BUS ROUTE NUMBER: 64 BUS NUMBER: 64

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Corner of Randall Rd/Waguespack Rd.

Ashley Maldonado AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

AMaldonado — 4/27/22

Signature of Property Owner — Date

[signature] — 7-20-22

Signature of Transportation Supervisor — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

[signature] — 7/26/22

Signature of Superintendent of Education — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ — _____

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7/27/22
Robert Lee

TRANSPORTATION TURN AROUND FORM

235

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Ralph Nobles

LOCATION OF PROPERTY: 219 Smith & Peters Rd

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: _____

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Ralph Nobles

NAME OF BUS DRIVER: Patricia Cazeaux

BUS ROUTE NUMBER: _____ BUS NUMBER: 64

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Oak Hill Road to Smith & Peters take a right. Trailer at the end of the road on the left.

_____ AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Ralph Nobles — 5-5-22

Signature of Property Owner — Date

7-20-22

Signature of Transportation Supervisor — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

7/29/22

Signature of Superintendent of Education — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-27-22
Robert

TRANSPORTATION TURN AROUND FORM

236

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Ollie & Lucretia Harrell

LOCATION OF PROPERTY: 273 Slade Woodward Rd.

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: _____

SUPERVISOR DISTRICT: Beat 2 NAME OF SUPERVISOR: Perry

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: Lucretia Harrell

NAME OF BUS DRIVER: Patricia Cazeaux

BUS ROUTE NUMBER: _____ BUS NUMBER: 64

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY: off Oak Hill / Fords Creek Rd. 3½ miles past hospital. or off Spring Hill Rd

_____ AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Lucretia Harrell — Signature of Property Owner

4/1/2022 — Date

Signature of Transportation Supervisor

5-2-22 — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education

7/26/22 — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ President of the Board of Supervisors

_____ Date

Attest: _____, Clerk of the Board.

7-27-22

Robert

TRANSPORTATION TURN AROUND FORM 237

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 2022/2023

OWNER OF PROPERTY: Maynard Hylard

LOCATION OF PROPERTY: 32 wild life Drive

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 32 wild life Drive Poplarville MS

SUPERVISOR DISTRICT: 2 NAME OF SUPERVISOR: Perry

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: Maynard Hylard

NAME OF BUS DRIVER: Petrieta

BUS ROUTE NUMBER: 64 BUS NUMBER: 64

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Standuard lake Rd till you get to wild life Dr.

Maynard Hylard AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Signature of Property Owner — Date: 4-28-22

Signature of Transportation Supervisor — Date: 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date: 7/24/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-27-22 Robert

TRANSPORTATION TURN AROUND FORM 238

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Sandra Chappell

LOCATION OF PROPERTY: 94 Jimmy Reyer Road

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 94 Jimmy Reyer Road

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

_____

NAME OF BUS DRIVER: Joy Cooper

BUS ROUTE NUMBER: _____ BUS NUMBER: 65

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Take Hwy 11 South to Jimmy Reyer Rd. Turn right go approx. 1/2 mile to the 90° curve.

Sandra Chappell AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Sandra Chappell — Signature of Property Owner

4-29-2022 — Date

Signature of Transportation Supervisor

7-20-22 — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education

7/26/22 — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors

Date

Attest: _____, Clerk of the Board.

7-27-22
Robert L

TRANSPORTATION TURN AROUND FORM 239

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 2022/2023

OWNER OF PROPERTY: Pam Nuccio

LOCATION OF PROPERTY: 206 Hillview Drive

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 206 Hillview Drive

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

_____

NAME OF BUS DRIVER: Joy Cooper

BUS ROUTE NUMBER: _____ BUS NUMBER: 65

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Hwy 11 South to Pinewoods Road in Derby Place. Turn right, go to first road on left (Hillview Drive). Go to trailer park at the end of the road. Turn around at the first trailer.

Pam Nuccio AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Pam Nuccio — 4-28-2022

Signature of Property Owner — Date

7-20-22

Signature of Transportation Supervisor — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

_____ — 7/26/22

Signature of Superintendent of Education — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ — _____

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-27-22 Robert

TRANSPORTATION TURN AROUND FORM 240

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Teen Challenge of Mississippi

LOCATION OF PROPERTY: 5 Buford Lane

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 5 Buford Lane

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

_____

NAME OF BUS DRIVER: Joy Cooper

BUS ROUTE NUMBER: _____ BUS NUMBER: 65

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Hwy 11 South approx. 1.2 miles south of Derby. Turn right on Buford Lane. Turn around at first paved drive on left.

_____.

Shelia Patterson AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Shelia Patterson — Signature of Property Owner — Date 4-28-22

Signature of Transportation Supervisor — Date 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-27-22
Robert L—

TRANSPORTATION TURN AROUND FORM 241

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Jacob's Well

LOCATION OF PROPERTY: 9203 Hwy 11

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 9203 Hwy 11

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

_____

NAME OF BUS DRIVER: Joy Cooper

BUS ROUTE NUMBER: _____ BUS NUMBER: 65

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Hwy 11 South approx. 1 mile south of Derby. Back into drive way.

_____.

Pamela S. Haynes AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

PAMELA S. HAYNES — 4-29-22

Signature of Property Owner — Date

Pamela S. Haynes — 4-29-22 7-20-22

Signature of Transportation Supervisor — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

_____ — 7/26/22

Signature of Superintendent of Education — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ — _____

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-27-22
Robert

TRANSPORTATION TURN AROUND FORM

242

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Brandi Phillips

LOCATION OF PROPERTY: 5 Zackery Lane

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 5 Zackery Lane

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

_____

NAME OF BUS DRIVER: Joy Cooper

BUS ROUTE NUMBER: _____ BUS NUMBER: 65

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Hwy 11 South to Garrett McGill Road. Turn left, go approx. ½ mile.

Approved 7-22-22 Pearl River Sudduth

Brandi Phillips AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Brandi L Phillips — Signature of Property Owner

5-2-22 — Date

Signature of Transportation Supervisor

7-20-22 — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education

7/24/22 — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors

Date

Attest: _____, Clerk of the Board.

TRANSPORTATION TURN AROUND FORM

243

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Erica Heath and Scott Heath

LOCATION OF PROPERTY: 193 Pinecrest Drive

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 193 Pinecrest Drive

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Erica Heath, Scott Heath, Andrew Heath, Genevieve Heath

NAME OF BUS DRIVER: Joy Cooper

BUS ROUTE NUMBER: _____ BUS NUMBER: 65

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Hwy 11 South to Pinewoods Road in Derby Place. Turn right, go to Pinecrest Drive. Turn around at 193 Pinecrest Dr (at end of the road).

Erica Heath AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Erica Heath — Signature of Property Owner — Date 4/28/22

Signature of Transportation Supervisor — Date 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-27-22
Robert

TRANSPORTATION TURN AROUND FORM 244

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: LaRon Brown

LOCATION OF PROPERTY: Pearl River County

SECTION: 17 TOWNSHIP: 03S RANGE: 14 W

E911 ADDRESS: 138 Ronnie Brown Rd. Poplarville MS 39470

SUPERVISOR DISTRICT: 3 NAME OF SUPERVISOR: Hudson Holliday

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: LaRon & Christie Brown

NAME OF BUS DRIVER: Ms. Patty

BUS ROUTE NUMBER: _____ BUS NUMBER: 606

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Turn onto Restertown Rd off of Hwy. 53, go 4 miles take a left onto Erwin Ladner Rd. go about 1 mile take a left onto Ronnie Brown Rd. go about 1 mile and on your right you've reached 138 Ronnie Brown Rd.

Approved 7-12-22 Dudley Rice

LaRon Brown AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

LaRon Brown — Signature of Property Owner — Date 5/11/22

Signature of Transportation Supervisor — Date 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date 7/26/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

TRANSPORTATION TURN AROUND FORM 245

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Cindhel Barrois

LOCATION OF PROPERTY: 211 Mill creek rd (in the Back)

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 211 Mill Creek

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND: Cindhel Barrois

NAME OF BUS DRIVER: Patty 66 Kimberly 4

BUS ROUTE NUMBER: _____ BUS NUMBER: Bus 66 + 4

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY: 2nd house in the back

Approved 7-22-22 Dwilley

Cindhel Barrois AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Cindhel Barrois — 5/19/22

Signature of Property Owner — Date

[signature] — 7-20-22

Signature of Transportation Supervisor — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

[signature] — 7/26/22

Signature of Superintendent of Education — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

_____ — _____

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

TRANSPORTATION TURN AROUND FORM 246

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Troy Bourgeois

LOCATION OF PROPERTY: 24 Wild Turkey Lane

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 24 Wild Turkey Lane Poplarville MS 39470

SUPERVISOR DISTRICT: 1 NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Troy Bourgeois / Heather Bourgeois

NAME OF BUS DRIVER: ~~Mrs.~~ MS. PATTY

BUS ROUTE NUMBER: _____ BUS NUMBER: 116

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

From Main Street go towards Necaise, past Airport. Turn on Resertown Rd. Follow Resertown Road until you get past trailer church and look for LAnell Odom on the Rt. Turn down LAnell Odom and Follow until you get to dirt Road on the left, this is Wild Turkey LAne. Continue of Wild turkey LAne past the green house look for the yellow house on the left.

Troy Bourgeois AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND ~~TO BE~~ MAINTAINED ON SAID PROPERTY.

Signature of Property Owner — Date: 5/11/2022

Signature of Transportation Supervisor — Date: 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date: 7/24/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

Approved the Bus turn around 7-27-22 Dwallen

Bridge at begin

TRANSPORTATION TURN AROUND FORM 247

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Patty Taylor

LOCATION OF PROPERTY: 351 Restertown Rd.

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: _____

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Patty Taylor

NAME OF BUS DRIVER: Patty Taylor

BUS ROUTE NUMBER: 66 BUS NUMBER: 66

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Down 53 to Restertown, Turn Left. Driveway Before Victory Temple Church.

Approved 7-22 Dudley Rem

Patty Taylor AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Patty Taylor — Signature of Property Owner

4-26-22 — Date

Signature of Transportation Supervisor

7-20-22 — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education

7/26/22 — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors

Date

Attest: _____, Clerk of the Board.

TRANSPORTATION TURN AROUND FORM 248

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Harry Smith

LOCATION OF PROPERTY: 1374 John Amacker Rd Poplarville Ms 39470

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 1374 John Amacker Rd Poplarville Ms 39470

SUPERVISOR DISTRICT: _____ NAME OF SUPERVISOR: _____

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Harry Smith & Anita Harper

NAME OF BUS DRIVER: Glenn R. Dover

BUS ROUTE NUMBER: _____ BUS NUMBER: 67

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

go Dain 26 toward Bugluso first Bridge go ACROSS then Turn Left onto John Amacker Rd first House on Left.

Harry W. Smith AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Signature of Property Owner — Date: 5-2-2022

Signature of Transportation Supervisor — Date: 7-20-22

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education — Date: 7/24/22

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors — Date

Attest: _____, Clerk of the Board.

7-27-22

TRANSPORTATION TURN AROUND FORM

249

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: **2022/2023**

OWNER OF PROPERTY: Alice Gilleo

LOCATION OF PROPERTY: 195 Ben Sones Rd, Poplarville

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 195 Ben Sones Rd, Poplarville, MS 39470

SUPERVISOR DISTRICT: Beat 1 NAME OF SUPERVISOR: Donald Ray Hart

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Alice Gilleo & Amanda Fountain

NAME OF BUS DRIVER: Mr. Glen Davis

BUS ROUTE NUMBER: _____ BUS NUMBER: 107

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Hwy 26 from Poplarville, left turn onto Osbourne Moody Rd. go 4.1 miles and turn left onto Ben Sones Rd and go 1 mile & the driveway is the first on the left.

Alice Gilleo AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Alice Gilleo — Signature of Property Owner

5/2/22 — Date

Signature of Transportation Supervisor

7-20-22 — Date

School Board Action:

The Poplarville School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education

7/26/22 — Date

Board of Supervisors Action:

The above request from the Poplarville School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors

Date

Attest: _____, Clerk of the Board.

7-28-22

250

TRANSPORTATION TURN AROUND FORM

***POPLARVILLE* SCHOOL DISTRICT**

REQUEST FOR REPAIR/MAINTENANCE OF A SCHOOL BUS TURNAROUND FOR THE SCHOOL YEAR: 2022-2023

OWNER OF PROPERTY: Karen Susie Wheat Hall

LOCATION OF PROPERTY: 124 Flynn Rd Poplarville

SECTION: _____ TOWNSHIP: _____ RANGE: _____

E911 ADDRESS: 124 Flynn Road Poplarville

SUPERVISOR DISTRICT: 2 NAME OF SUPERVISOR: Malcolm Perry

NAME OF PARENT/PERSON (if any) LIVING AT REQUESTED TURNAROUND:

Bonnie Hall, Susie Hall

NAME OF BUS DRIVER: Marque Massengale

BUS ROUTE NUMBER: _____ BUS NUMBER: _____

PROVIDE SPECIFIC DIRECTIONS ON HOW TO LOCATE THIS PROPERTY. NAME OF ROADS, MAJOR HIGHWAYS, BUSINESSES, ETC., WHICH WOULD HELP IDENTIFY THE PROPERTY:

Very end of Flynn Road.

Karen S. Hall AS OWNER OF THE ABOVE-DESCRIBED PROPERTY, GIVE PERMISSION FOR A SCHOOL BUS TURNAROUND TO BE MAINTAINED ON SAID PROPERTY.

Karen Susie Hall — Signature of Property Owner

7/20/22 — Date

Signature of Transportation Supervisor

7-20-22 — Date

School Board Action:

The Poplarville Seperate School Board of Trustees has reviewed the above application for a school bus turnaround at its meeting on July 25, 2022. and hereby designates that the driveway/private property located at the above-stated location as being a designated turnaround and now submits the same to the Pearl River County Board of Supervisors for their consideration. You are requested to maintain the driveway/private property leading to said location pursuant to the provisions of Section 19-3-42 MS Code of 1972, as amended.

Signature of Superintendent of Education

7/26/22 — Date

Board of Supervisors Action:

The above request from the _____ School Board of Trustees is hereby ____**APPROVED** ____ **REJECTED** by the Pearl River County Board of Supervisors on the _____ DAY OF _____, 20_____.

President of the Board of Supervisors

Date

Attest: _____, Clerk of the Board.

7-27-22
Robert

Minute Book Text Detail
Book 0226 Page 251 CLOSE SESSION
Date 8/ 1/2022 EXECUTIVE SESSION

ORDER TO CLOSE SESSION

There came on this day to be considered by the Board of Supervisors of Pearl River County, Mississippi, the matter to close sesson.

Upon motion made by Jason Spence and seconded by Donald Hart, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors to close the session to determine the need for executive session.

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, Jason Spence, and Sandy Kane Smith
Voting NAY: None

ORDER TO ENTER EXECUTIVE SESSION

Upon motion made by Donald Hart and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Superviors to enter executive session at 11:20 a.m. to discuss matters covered under Section 4(b) Negotiations with respect to prospective litigation, litigation or issuance of an appealable order when an open meeting would have a detrimental effect on the litigating position of the public body.

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, Jason Spence, and Sandy Kane Smith
Voting NAY: None

ORDER TO RETURN TO REGULAR SESSION

Upon motion made by Jason Spence and seconded by Malcolm Perry, the following order was adopted, to-wit:

Be It Ordered by the Pearl River County Board of Supervisors that this Board does now return to regular session at 11:55 a.m. after taking no action in executive session.

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, Jason Spence, and Sandy Kane Smith
Voting NAY: None

ORDER TO RECESS FOR LUNCH

Upon motion made by Jason Spence and seconded by Malcolm Perry, the following order was adopted, to-wit:

Be It Ordered that this Board does now take a recess at 12:00 Noon for lunch until 1:00 p.m.

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, Jason Spence, and Sandy Kane Smith
Voting NAY: None

THIS BOARD DOES NOW RETURN TO REGULAR SESSION AT 1:15 P.M.

Minute Book Text Detail
Book 0226 Page 253 RECESS
Date 8/ 1/2022

ORDER TO RECESS

Upon motion made by Donald Hart and seconded by Jason Spence, the following order was adopted, to-wit:

Be It Ordered to direct County Administrator to post a notice of this recess meeting within one hour after such meeting is called in a prominent place available to examination and inspections by the general public at the Board of Supervisors meeting room in the Pearl River County Courthouse Complex and make attached notice as part of minutes.

Be It Further Ordered that this Board does now take a recess until the next scheduled meeting to be held at 9:00 a.m., Wednesday, the 17th day of August, 2022, at the Board of Supervisors meeting room in the Pearl River County Courthouse Complex in the City of Poplarville.

Ordered and adopted, this the 1st day of August, 2022.

Voting AYE: Donald Hart, Malcolm Perry, Hudson Holliday, and Jason Spence
Voting NAY: None
Absent: Sandy Kane Smith

PRESIDENT

CLERK OF THE BOARD

SANDY KANE SMITH
President, District Five
MALCOLM PERRY
Vice-President, District Two
DONALD HART
District One

PEARL RIVER COUNTY
MISSISSIPPI
Est. 1890

HUDSON HOLLIDAY
District Three
JASON SPENCE
District Four
MELINDA BOWMAN
Clerk of Board

254

BOARD OF SUPERVISORS
PEARL RIVER COUNTY
P.O. BOX 569
POPLARVILLE, MS 39470
(601) 403-2300
(601) 403-2309 Fax
ADRAIN LUMPKIN, JR.
County Administrator

NOTICE OF SUPERVISOR'S MEETING

You are hereby notified
Pursuant to
THE MISSISSIPPI OPEN MEETINGS LAW
that the next meeting of the
Board of Supervisors of Pearl River County, Mississippi,
will be held on August 17, 2022 at 9:00 o'clock a.m.
in the Board of Supervisors Meeting Room
in the Board Room Building
at the Courthouse in Poplarville, Pearl River County, Mississippi

BOARD OF SUPERVISORS
PEARL RIVER COUNTY, MISSISSIPPI

By: _____
Adrain Lumpkin, Jr., County Administrator